

**Presentment Date and Time: April 24, 2020 at 12:00 PM (ET)**  
**Objection Deadline: April 21, 2020 at 12:00 PM (ET)**  
**Hearing Date and Time (Only if Objection Filed): May 4, 2020 at 2:00 PM (ET)**

Dennis F. Dunne  
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New York, NY 10001  
(212) 530-5000

*Proposed Counsel to Debtor and Debtor in Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	)	
	)	Chapter 11
	)	
INTERNAP TECHNOLOGY SOLUTIONS INC.,	)	Case No. 20-22393 (RDD)
<i>et al.</i>	)	
	)	(Jointly Administered)
Debtors. <sup>1</sup>	)	

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**NOTICE OF PRESENTMENT OF DEBTORS' APPLICATION FOR ENTRY OF  
ORDER AUTHORIZING AND APPROVING EMPLOYMENT AND RETENTION OF  
FTI CONSULTING, INC. AS FINANCIAL ADVISOR FOR DEBTORS AND  
DEBTORS IN POSSESSION NUNC PRO TUNC TO THE PETITION DATE**

**PLEASE TAKE NOTICE** that upon the annexed *Debtors' Application for Entry of an Order Authorizing and Approving Employment and Retention of FTI Consulting, Inc. as Financial Advisor for Debtors and Debtors in Possession Nunc Pro Tunc to Petition Date* (the "Application") of Internap Technology Solutions Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), the undersigned will present the attached proposed order to the Honorable Robert D. Drain, United States Bankruptcy Judge for the Southern District of New York, for signature on April 24, 2020 at 12:00 p.m. (Prevailing Eastern Time).

**PLEASE TAKE FURTHER NOTICE** that any responses or objections (the "Objections") to the proposed order must be made in writing and received in the Bankruptcy

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Internap Technology Solutions Inc. (8343); Internap Corporation (5721); Ubersmith, Inc. (7677); SingleHop, LLC (4340); Internap Connectivity LLC (7920); Hosting Intellect, LLC (8435); and DataGram, LLC (3170). The location of the Debtors' service address for purposes of these Chapter 11 Cases is: 50 Main Street, Suite 1000, White Plains, New York 10606.

Judge's chambers and by the undersigned not later than 12:00 p.m. (Prevailing Eastern Time) on April 21, 2020 (the "Objection Deadline"). The ECF docket number to which the filing relates shall be included in the upper right hand corner of the caption of all objections. Unless objections are received by that time, the order may be signed.

New York, New York  
Dated: April 3, 2020

/s/ Dennis F. Dunne

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*Proposed Counsel to Debtors and Debtors in Possession*

Acknowledgement of No Objection on Notice of  
Presentment:

The Office of the United States Trustee has no  
objection to the relief requested in the Application.

William K Harrington  
United States Trustee

By: /s/ Susan A. Arbeit

Susan A. Arbeit  
Trial Attorney  
201 Varick Street, Room 1006  
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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	
	)	Chapter 11
	)	
INTERNAP TECHNOLOGY SOLUTIONS INC.,	)	Case No. 20-22393 (RDD)
<i>et al.</i>	)	
	)	Jointly Administered
Debtors. <sup>1</sup>	)	
	)	

**DEBTORS' APPLICATION FOR ENTRY OF ORDER AUTHORIZING  
AND APPROVING EMPLOYMENT AND RETENTION OF FTI  
CONSULTING, INC. AS FINANCIAL ADVISOR FOR DEBTORS AND  
DEBTORS IN POSSESSION *NUNC PRO TUNC* TO THE PETITION DATE**

Internap Technology Solutions Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, "INAP" or the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), file this application (the "Application") for entry of an order substantially in the form annexed hereto as Exhibit A (the "Proposed Order") pursuant to sections 105(a), 327(a), 328(a), 329, and 330 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Internap Technology Solutions Inc. (8343); Internap Corporation (5721); Ubersmith, Inc. (7677); SingleHop, LLC (4340); Internap Connectivity LLC (7920); Hosting Intellect, LLC (8435); and DataGram, LLC (3170). The location of the Debtors' service address for purposes of these Chapter 11 Cases is: 50 Main Street, Suite 1000, White Plains, New York 10606.

Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Bankruptcy Rules”), authorizing and approving the employment and retention of FTI Consulting, Inc. (“FTI”) as counsel for the Debtors *nunc pro tunc* to the Petition Date (as defined below).

In support of this Application, the Debtors rely upon (i) the declaration of Shawn O’Donnell, Senior Managing Director of FTI, annexed hereto as Exhibit B (the “O’Donnell Declaration”), and the *Declaration of Michael T. Sicoli in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 3] (the “First Day Declaration”). In further support of this Application, the Debtors respectfully state as follows:

#### **Relief Requested**

1. By this Application, the Debtors request authority to retain and employ FTI to serve as the Debtors’ financial advisors effective *nunc pro tunc* to the Petition Date (as defined herein), in accordance with the terms and conditions set forth in that certain engagement agreement dated February 7, 2020 (the “Engagement Agreement”).

#### **Jurisdiction**

2. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b).

3. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

#### **Background**

4. On March 16, 2020 (the “Petition Date”), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections

1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner or statutory committee of unsecured creditors has been appointed in these Chapter 11 Cases.

5. These Chapter 11 Cases are being jointly administered pursuant to Bankruptcy Rule 1015(b) and the *Order Directing Joint Administration of Chapter 11 Cases* [Docket No. 35] entered by the Court in each of the Chapter 11 Cases.

6. The Debtors are a global provider of premium data center infrastructure, cloud solutions, and high-performance network services across 21 major markets around the world. The Debtors' core business segments include providing "colocation" solutions (i.e., the leasing of managed data center space for use by clients within facilities that are leveraged to support multiple clients simultaneously) and providing hosting and IT infrastructure services utilizing cloud computing solutions. The Debtors and their non-Debtor affiliates own and/or operate approximately 99 data centers and other Points of Presence ("POPs"), or communications network demarcation/interface points, worldwide. The Debtors and their non-Debtor affiliates employ approximately 540 employees and have their corporate headquarters in Reston, Virginia.

7. On March 13, 2020, the Debtors executed a restructuring support agreement (the "RSA") with the Consenting Lenders. Pursuant to the RSA, the Consenting Lenders agreed to vote in favor of and support confirmation of the *Joint Prepackaged Chapter 11 Plan of Internap Corporation and its Affiliated Debtors and Debtors in Possession* [Docket No. 19] (the "Plan").

8. Additional information regarding the Debtors' business, capital structure, and the circumstances leading to the filing of these Chapter 11 Cases is set forth in the First Day Declaration.<sup>2</sup>

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the First Day Declaration.

**FTI's Qualifications**

9. The Debtors have determined, in the exercise of their business judgement, that the size and complexity of their business requires them to employ a financial advisor with the knowledge of the Debtors' industry and business and experience with the chapter 11 process to advise the Debtors with respect to these chapter 11 cases. As described in the O'Donnell Declaration, FTI has a wealth of experience in providing financial advisory services in complex restructurings and reorganizations and enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States. FTI's expertise includes liquidity and capital structure assessment, debt and equity restructuring advice, and identification of reorganization alternatives. FTI has significant experience assisting distressed companies with day-to-day management activities, including development of pro forma financials and business plans, cash flow management, and implementation of liquidity-enhancing and cost-saving strategies.

10. Furthermore, as a result of the significant prepetition work performed on behalf of the Debtors, FTI has acquired significant knowledge of the Debtors and their businesses and is intimately familiar with the Debtors' financial affairs and systems, capital structure, operations, and related matters. During their prepetition engagement, FTI assisted the Debtors' management team with, among other things, forecasting the Debtors' liquidity position, developing medium-term financial projections, analyzing the Debtors' obligations to vendors, suppliers and service providers, preparing for the Debtors' chapter 11 filing and first day relief, developing and implementing strategies for communications with internal and external stakeholders, preparing the liquidation analysis and certain other information forming part of the disclosure statement to the Debtors' chapter 11 plan and other financial analysis and planning. Such experience and knowledge will be invaluable to the Debtors throughout these Chapter 11 Cases.

### **Services to Be Provided**

11. On February 5, 2020, the Debtors engaged FTI to provide financial advisory and consulting services to the Debtors, and on February 13, 2020, the Debtors approved an expansion of FTI's engagement to provide bankruptcy and restructuring advisory services, as set forth in the Engagement Agreement. On February 27, 2020, the Debtors approved a further expansion of FTI's engagement to provide strategic communications planning and implementation services.

12. Pursuant to the terms and conditions of the Engagement Agreement, FTI has provided and agreed to provide the following financial advisory and consulting services (the "Services"): <sup>3</sup>

- Performing a financial assessment of the Debtors' long-term obligations under (i) premises leases and facility agreements, (ii) colocation agreements, (iii) network contracts, backhaul and last mile circuits, IP Transit and peering agreements, IRUs and other major network contracts, (iv) vendor supply contracts, and (v) capital leases with a view to quantifying the recurring savings from exiting those contracts.
- Performing a comprehensive assessment of the Debtors' lines of business and individual data center locations with a view to evaluating the financial and operational feasibility of alternative go-forward operating models.
- Assisting with negotiation, evaluation, and review of strategic alternatives, including with respect to a potential chapter 11 proceeding, refinancing, sale, or M&A process;
- Assisting with the development of business plan, financial, and liquidity projections;
- Assisting with documentation and analyses relating to strategic alternatives;
- Providing advisory and due diligence assistance in connection with creditor negotiations relating to strategic alternatives;

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<sup>3</sup> The summary of the Engagement Agreement included in the Application is provided for purposes of convenience only and is qualified in its entirety by reference to the Engagement Agreement. To the extent that this Application and the terms of the Engagement Agreement are inconsistent, the terms of the Engagement Agreement shall control.

- Assisting with cash management and preparation, updating and variance reporting of a 13-week cash flow forecast in support of cash collateral negotiations and for any required debtor-in-possession financing;
- Assisting with valuation and market analysis relating to strategic alternatives;
- Assisting in vendor management and assessment of contract assumption, rejection and cure;
- Assisting in implementing all first-day and second-day orders;
- Assisting in preparing required motions throughout the course of the cases;
- Responding to creditor groups and vendors throughout the cases;
- Assisting in preparation of plan and disclosure statement documents and supporting materials;
- Assisting in the financial analysis of potential avoidance actions;
- Assisting in the preparation of the Company's statement of financial affairs (SOFA) and schedules of assets and liabilities (SOAL), if required in the proceeding;
- Assisting in claim reconciliation and objections;
- Developing and implementing strategies for communication with internal and external stakeholders;
- Providing testimony and other litigation support as the circumstances warrant; and
- Other financial advisory services the Debtors may direct FTI to perform.

13. By the Application, the Debtors seek the entry of an order, pursuant to sections 327 and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Rules 2014-1 and 2016-1 of the Local Rules, authorizing the employment and retention of FTI as their financial advisors and consultants in accordance with the terms and conditions set forth in the Engagement Agreement, effective *nunc pro tunc* to the Petition Date.



**No Duplication of Services**

14. The services of FTI will complement and not duplicate the services rendered by any other professional retained in these Chapter 11 Cases. As set forth in the O'Donnell Declaration, FTI understands that the Debtors have retained and may retain additional professionals during the term of the engagement and agrees to work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. FTI is providing distinct and specific financial advising and consulting services as set forth in the Engagement Agreement, and such services are not expected to duplicate those to be provided by any other consultants, legal advisors, or investment bankers.

**Professional Compensation**

15. In consideration of the Services to be provided by FTI, subject to this Court's approval, the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and any applicable orders of the Court, and pursuant to the terms and conditions of the Engagement Agreement, the Debtors have agreed to the following fee and expense structure ("Fee and Expense Structure") to: (a) compensate FTI for the services set forth in the Engagement Agreement on an hourly basis in accordance with FTI's ordinary and customary rates in effect on the date such services are rendered and (b) reimburse actual and necessary costs and expenses incurred by FTI in connection with all services performed on behalf of the Debtors.

16. The current standard U.S. hourly rates (expressed in USD), subject to periodic adjustments, that FTI professionals will charge pursuant to the Engagement Agreement are as follows:

<b>Billing Category</b>	<b>Hourly Billing Rate</b>
Senior Managing Directors	\$920 to \$1,295
Directors / Senior Directors / Managing Directors	\$690 to \$905
Consultants / Senior Consultants	\$370 to \$660
Administrative / Paraprofessionals	\$150 to \$280

17. The hourly rates set forth above are FTI's applicable hourly rates for the work of its professionals and staff members in the United States for the engagement set forth in the Engagement Agreement. These hourly rates reflect FTI's normal and customary billing practices for engagements of this complexity and magnitude.

18. FTI revises its hourly rates periodically. To the extent this engagement requires services of FTI's international divisions or personnel, their time will be multiplied by FTI's standard hourly rates applicable for FTI's international divisions (*i.e.*, non-U.S.) or personnel. Additionally, FTI may use employees from its U.S. subsidiary affiliates depending on the needs of the engagement. To the extent FTI uses employees of its U.S. subsidiary affiliates during this engagement, FTI will charge standard U.S. hourly rates for each such employee.

19. In addition, FTI will invoice the Debtors for its reasonable and direct out-of-pocket expenses charged during these Chapter 11 Cases, which include, among other things, telephone and other charges, mail and express mail charges, and travel, meals and accommodations related specifically to the engagement.

20. If FTI and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating the engagement, the Debtors will compensate FTI at its regular hourly rates and reimburse FTI for reasonable allocated and direct expenses (including counsel fees) with respect thereto.

21. The Debtors understand and have agreed that FTI hereafter will apply to the Court for allowances of compensation and reimbursement of expenses in accordance with the General Order M-412 (Order Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals, dated December 21, 2010 (Gonzalez, C.J.)), Administrative Order M-447 (Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases, dated January 29, 2013 (Morris, C.J.)), and the U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 (Appendix A to 28 C.F.R. § 58) (collectively, the “Fee Guidelines”), the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court, both in connection with this Application and any interim and final fee applications to be filed by FTI in these chapter 11 cases.

22. FTI has not shared or agreed to share any of its compensation from the Debtors or any other person, other than as permitted by section 504 of the Bankruptcy Code. No promises have been received by FTI as to compensation in connection with these chapter 11 cases, other than as outlined in the Engagement Agreement.

23. In the ninety (90) days prior to the Petition Date, the Debtors provided FTI with advance cash-on-account payments totaling \$2,170,905.30 (collectively, the “Retainer”). FTI’s aggregate billings were applied against the Retainer.

#### **Indemnification Provisions**

24. As part of the overall compensation payable to FTI under the terms of the Engagement Agreement, the Debtors have agreed to certain indemnification and contribution provisions described in the Engagement Agreement (the “Indemnification Provisions”). As more fully set forth in the Engagement Agreement, the Indemnification Provisions provide that the Debtors will indemnify and hold harmless FTI and any of its subsidiaries and affiliates, officers,

directors, principals, shareholders, agents, independent contractors and employees (collectively, including FTI, “Indemnified Persons”) from and against any and all claims, liabilities, damages, obligations, costs and expenses (including reasonable attorneys’ fees and expenses and costs of investigation) arising out of or relating to the retention of FTI, the execution and delivery of the Engagement Agreement, the provision of the Services or other matters relating to or arising from the Engagement Agreement, except to the extent that any such claim, liability, obligation, damage, cost or expense shall have been determined by final non-appealable order of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Indemnified Person or Persons in respect of whom such liability is asserted (an “Adverse Determination”). The Debtors shall pay damages and expenses, including reasonable legal fees and disbursements of counsel as incurred in advance. FTI agrees that it will reimburse any amounts paid in advance to the extent they relate directly to an Adverse Determination.

25. The terms of the Engagement Agreement, including the Indemnification Provisions, were fully negotiated between the Debtors and FTI at arm’s length, and the Debtors respectfully submit that the Indemnification Provisions, as modified by the Proposed Order, are customary, reasonable and in the best interests of the Debtors, their estates and creditors. Accordingly, as part of this Application, the Debtors request that this Court approve the Indemnification Provisions.

#### **FTI’s Disinterestedness**

26. As set forth in the O’Donnell Declaration, FTI has represented to the Debtors that it has not represented and will not represent any parties other than the Debtors in these chapter 11 cases or in connection with any matter that would be adverse to the Debtors arising from, or related to, these chapter 11 cases. Upon review of its client database, FTI has learned that it has, or has had in the past two years, current or recent former clients who participated in

cases involving certain creditors of the Debtors and other parties in interest as more fully discussed in the O'Donnell Declaration.

27. To the best of the Debtors' knowledge and except to the extent disclosed herein and in the O'Donnell Declaration: (a) FTI is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code and does not hold or represent an interest adverse to the Debtors' estates and (b) FTI has no connection to the Debtors, their creditors, the U.S. Trustee, or any other party with an actual or potential interest in the Debtors' cases or their attorneys or accountants except as may be disclosed in the O'Donnell Declaration. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of the Debtors' retention are discovered or arise, FTI will use reasonable efforts to file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

**Relief Requested Should Be Granted**

28. The Debtors seek authority to retain and employ FTI as their financial advisor and consultant under section 327 of the Bankruptcy Code, which provides that a debtor is authorized to employ professional persons "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [Debtor] in carrying out the [Debtor's] duties under this title." 11 U.S.C. § 327(a). Section 1107(b) of the Bankruptcy Code elaborates upon sections 101(14) and 327(a) of the Bankruptcy Code in cases under chapter 11 of the Bankruptcy Code and provides that "a person is not disqualified for employment under section 327 of the Bankruptcy Code by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the case." 11 U.S.C. § 1107(b). As discussed above and as further detailed in the O'Donnell Declaration, to the best of the Debtors' knowledge, FTI is a "disinterested person" within the meaning of

section 101(14) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates.

29. The Debtors believe that the Fee and Expense Structure in the Engagement Agreement sets forth reasonable terms and conditions of employment and should be approved under section 327 of the Bankruptcy Code. The Fee and Expense Structure adequately reflects: (a) the nature of the services to be provided by FTI and (b) fee and expense structures and indemnification provisions typically utilized by FTI and other leading financial advisory and consulting firms. FTI and the Debtors believe that the Fee and Expense Structure is both reasonable and market-based.

30. Additionally, FTI intends to submit applications for payment of compensation in these Chapter 11 Cases. FTI intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these Chapter 11 Cases pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code and applicable Bankruptcy Rules, the Local Rules, the Fee Guidelines, and any other applicable procedures and orders of the Court, with certain limited modifications as set forth in the Proposed Order. In light of the foregoing, the Debtors submit that the relief requested in the Application is in the best interests of their estates, creditors, and all parties-in-interest to these chapter 11 cases and the Court should approve the retention and employment of FTI pursuant to the terms set forth in the Engagement Agreement.

**Nunc Pro Tunc Relief Is Warranted**

31. The Debtors believe that employment of FTI effective *nunc pro tunc* to the Petition Date is warranted under the circumstances of these Chapter 11 Cases so that FTI may be compensated for its services prior to entry of an order approving FTI's retention. Further, the Debtors believe that no party in interest will be prejudiced by the granting of the *nunc pro tunc*

employment because FTI has provided, and will continue to provide, valuable services to the Debtors' estates in the interim period.

**Notice**

32. Notice of this Application has been provided in accordance with the procedures set for in the *Order Implementing Certain Notice and Case Management Procedures* [Docket No. 44]. The Debtors respectfully submit that no further notice is required.

*[Remainder of Page Intentionally Left Blank]*

WHEREFORE the Debtors respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: New York, New York  
April 3, 2020

/s/ Michael T. Sicoli  
Michael T. Sicoli  
President and Chief Financial Officer  
Internap Corporation



**Exhibit A**

**Proposed Order**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	)	
	)	Chapter 11
	)	
INTERNAP TECHNOLOGY SOLUTIONS INC.,	)	Case No. 20-22393 (RDD)
<i>et al.</i>	)	
	)	Jointly Administered
Debtors. <sup>1</sup>	)	

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**ORDER AUTHORIZING DEBTORS TO RETAIN AND EMPLOY  
FTI CONSULTING, INC. AS FINANCIAL ADVISOR FOR DEBTORS  
NUNC PRO TUNC TO THE PETITION DATE**

Upon the application (the “Application”)<sup>2</sup> of Internap Technology Solutions Inc. and certain of its affiliates, as debtors and debtors in possession (collectively, “INAP” or the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), pursuant to section 327(a) of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”) for authority to retain and employ FTI Consulting, Inc. (“FTI”) to serve as the Debtors’ financial advisor effective *nunc pro tunc* to the Petition Date, in accordance with the terms and conditions set forth in that certain engagement agreement dated as of February 7, 2020, (the “Engagement Agreement”), all as more fully set forth in the Application; and upon consideration of the declaration of Shawn O’Donnell, a Senior Managing Director at FTI,

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Internap Technology Solutions Inc. (8343); Internap Corporation (5721); Ubersmith, Inc. (7677); SingleHop, LLC (4340); Internap Connectivity LLC (7920); Hosting Intellect, LLC (8435); and DataGram, LLC (3170). The location of the Debtors’ service address for purposes of these Chapter 11 Cases is: 50 Main Street, Suite 1000, White Plains, New York 10606.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Application.

attached to the Application as Exhibit B (the “O’Donnell Declaration”) and the First Day Declaration; and this Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Application having been provided in accordance with the *Order Implementing Certain Notice and Case Management Procedures* [Docket No. 44], and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and this Court having held a hearing on the Application (the “Hearing”); and the Court having considered the O’Donnell Declaration, filed contemporaneously with the Application, and the Court having determined that the relief sought in the Application is in the best interests of the Debtors, their creditors, and all parties in interest, and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT**

1. The Application is approved to the extent set forth herein.
2. The Debtors are authorized, pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, to retain and employ FTI as their financial advisors, in accordance with the terms and conditions of the Engagement Agreement, as modified herein, *nunc pro tunc* to the Petition Date, and to pay fees and reimburse expenses to FTI on the terms set forth in the Engagement Agreement.

3. The terms of the Engagement Agreement, as modified by this Order, are approved in all respects except as limited or modified herein.

4. Notwithstanding anything to the contrary in the Engagement Agreement or the Application, to the extent that the Debtors request FTI to perform any services other than those detailed in the Engagement Agreement, the Debtors shall seek further application for an order of approval by the Court for a supplement to the retention and any related modifications to the Engagement Agreement and such application shall set forth, in addition to the additional services to be performed, the additional fees sought to be paid.

5. Notwithstanding anything to the contrary contained herein or in the Application or Engagement Agreement, FTI shall file fee interim and final fee applications for allowance of compensation and reimbursement of out-of-pocket expenses pursuant to Bankruptcy Code sections 330 and 331, the Bankruptcy Rules, the Local Bankruptcy Rules, the Fee Guidelines, any other Orders of the Court.

6. FTI shall apply any remaining amounts of its prepetition retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to the first Order of this Court allowing compensation and reimbursement of out-of-pocket expenses to FTI.

7. Prior to any increases in FTI's rates, FTI shall file a supplemental affidavit with the Court and provide ten business days' notice to the Debtors, the United States Trustee and any official committee, which supplemental affidavit shall explain the basis for the requested rate increases in accordance with Section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to the rate increase. The United States Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard

provided for in section 330 of the Bankruptcy Code, and all rates and rate increases are subject to review by the Court.

8. Notwithstanding anything to the contrary in the Application or Engagement Agreement, to the extent that FTI uses the services of independent contractors or employees of foreign affiliates or subsidiaries (collectively, the “Contractors”) in these cases, FTI (i) shall pass-through the cost of such Contractors to the Debtors at the same rate that FTI pays the Contractors; (ii) shall seek reimbursement for actual out-of-pocket expenses only; and (iii) shall ensure that the Contractors are subject to the same conflict checks and disclosures as required of professionals by Rule 2014 of the Bankruptcy Rules.

9. The limitation of liability section in paragraph 6.2 of the Standard Terms and Conditions attached to the Engagement Agreement is deemed to be of no force or effect with respect to the services to be provided pursuant to this Order.

10. The Indemnification Provisions set forth in the Engagement Agreement are approved; provided, however, that all requests by FTI for the payment of indemnification as set forth in the Engagement Agreement shall be made by means of an application to this Court and shall be subject to review by this Court to ensure that payment of such indemnity conforms to the terms of the Engagement Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought; provided, further, however, that in no event shall FTI be indemnified in the case of its own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct. In the event that FTI seeks reimbursement from the Debtors for attorneys’ fees and expenses in connection with the payment of an indemnity claim pursuant to the Engagement Agreement, the invoices and supporting time records for the attorneys’ fees and expenses shall be included in FTI’s own applications but

determined by this Court after notice and a hearing, and such invoices and time records shall be subject to the Fee Guidelines and the approval of the Bankruptcy Court pursuant to sections 330 and 331 of the Bankruptcy Code without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

11. To the extent there may be any inconsistency between the terms of the Application, the Engagement Agreement, and this Order, this Order shall govern.

Notice of the Application is adequate under Bankruptcy Rule 6004(a).

12. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

13. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: \_\_\_\_\_, 2020  
White Plains, New York

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THE HONORABLE ROBERT D. DRAIN  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit B**

**O'Donnell Declaration**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	)	
	)	Chapter 11
	)	
INTERNAP TECHNOLOGY SOLUTIONS INC.,	)	Case No. 20-22393 (RDD)
<i>et al.</i>	)	
	)	(Jointly Administered)
Debtors. <sup>1</sup>	)	

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**DECLARATION OF SHAWN O'DONNELL IN SUPPORT OF THE  
APPLICATION OF DEBTORS FOR ENTRY OF ORDER AUTHORIZING AND  
APPROVING EMPLOYMENT AND RETENTION  
OF FTI CONSULTING, INC. AS FINANCIAL ADVISOR  
FOR THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

I, Shawn O'Donnell, make this declaration pursuant to 28 U.S.C. § 1746 and state as follows:

1. I am a Senior Managing Director at FTI Consulting, Inc. ("FTI"), a financial advisory services firm with numerous offices throughout the country. I am duly authorized to make this declaration (the "Declaration") on behalf of FTI and submit this Declaration in support of the application (the "Application")<sup>2</sup> of Debtors, pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, for authority to retain and employ FTI, as financial advisors for the Debtors, *nunc pro tunc* to March 16, 2020 (the "Petition Date") under the terms and conditions set forth in the Application.

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Internap Technology Solutions Inc. (8343); Internap Corporation (5721); Ubersmith, Inc. (7677); SingleHop, LLC (4340); Internap Connectivity LLC (7920); Hosting Intellect, LLC (8435); and DataGram, LLC (3170). The location of the Debtors' service address for purposes of these Chapter 11 Cases is: 50 Main Street, Suite 1000, White Plains, New York 10606.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Application.



2. Except as otherwise stated in the Application, I have personal knowledge of the facts set forth herein and, if called as a witness, I would testify thereto. Certain of the disclosures set forth herein are related to matters within the knowledge of other employees of FTI and are based on information provided to me by them.

**FTI's Qualifications**

3. FTI has a wealth of experience in providing financial advisory services in complex restructurings and reorganizations. FTI enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States. FTI's expertise includes liquidity and capital structure assessment, debt and equity restructuring advice, and identification of reorganization alternatives. FTI has significant experience assisting distressed companies with day-to-day management activities, including development of pro forma financials and business plans, cash flow management, and implementation of liquidity-enhancing and cost-saving strategies.

4. Furthermore, as a result of the significant prepetition work performed on behalf of the Debtors, FTI has acquired significant knowledge of the Debtors and their businesses and is intimately familiar with the Debtors' financial affairs and systems, capital structure, operations, and related matters. During their prepetition engagement, FTI assisted the Debtors' management team with, among other things, forecasting the Debtors' liquidity position, developing medium-term financial projections, analyzing the Debtors' obligations to vendors, suppliers and service providers, preparing for the Debtors' chapter 11 filing and first day relief, developing and implementing strategies for communications with internal and external stakeholders, preparing the liquidation analysis and certain other information forming part of the disclosure statement to the Debtors' chapter 11 plan and other financial analysis and planning. I believe that such experience and knowledge will be invaluable to the Debtors throughout these chapter 11 cases.

### **Services to be Provided**

5. On February 5, 2020 the Debtors engaged FTI to provide financial advisory and consulting services to the Debtors, and on February 13, 2020, the Debtors approved an expansion of FTI's engagement to provide bankruptcy and restructuring advisory services, as set forth in the Engagement Agreement. On February 27, 2020, the Debtors approved a further expansion of FTI's engagement to provide strategic communications planning and implementation services.

6. Pursuant to the terms and conditions of the Engagement Agreement, FTI has provided and agreed to provide the following financial advisory and consulting services (the "Services"): <sup>3</sup>

- Performing a financial assessment of the Debtors' long-term obligations under (i) premises leases and facility agreements, (ii) colocation agreements, (iii) network contracts, backhaul and last mile circuits, IP Transit and peering agreements, IRUs and other major network contracts, (iv) vendor supply contracts, and (v) capital leases with a view to quantifying the recurring savings from exiting those contracts.
- Performing a comprehensive assessment of the Debtors' lines of business and individual data center locations with a view to evaluating the financial and operational feasibility of alternative go-forward operating models.
- Assisting with negotiation, evaluation, and review of strategic alternatives, including with respect to a potential chapter 11 proceeding, refinancing, sale, or M&A process;
- Assisting with the development of business plan, financial, and liquidity projections;
- Assisting with documentation and analyses relating to strategic alternatives;
- Providing advisory and due diligence assistance in connection with creditor negotiations relating to strategic alternatives;

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<sup>3</sup> The summary of the Engagement Agreement included in the Application is provided for purposes of convenience only and is qualified in its entirety by reference to the Engagement Agreement. To the extent that this Application and the terms of the Engagement Agreement are inconsistent, the terms of the Engagement Agreement shall control.

- Assisting with cash management and preparation, updating and variance reporting of a 13-week cash flow forecast in support of cash collateral negotiations and for any required debtor-in-possession financing;
- Assisting with valuation and market analysis relating to strategic alternatives;
- Assisting in vendor management and assessment of contract assumption, rejection and cure;
- Assisting in implementing all first-day and second-day orders;
- Assisting in preparing required motions throughout the course of the cases;
- Responding to creditor groups and vendors throughout the cases;
- Assisting in preparation of plan and disclosure statement documents and supporting materials;
- Assisting in the financial analysis of potential avoidance actions;
- Assisting in the preparation of the Company's statement of financial affairs (SOFA) and schedules of assets and liabilities (SOAL), if required in the proceeding;
- Assisting in claim reconciliation and objections;
- Developing and implementing strategies for communication with internal and external stakeholders;
- Providing testimony and other litigation support as the circumstances warrant; and
- Other financial advisory services that Debtors may direct FTI to perform.

#### **No Duplication of Services**

7. FTI understands that the Debtors have retained and may retain additional professionals during the term of the engagement and agrees to work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. I believe that FTI is providing distinct and specific financial advising and consulting services as set forth in the Engagement Agreement, and such services are not expected to duplicate those to be provided by any other consultants or advisors.

### **Professional Compensation**

8. In consideration of the Services to be provided by FTI, subject to this Court's approval, the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and any applicable orders of the Court, and pursuant to the terms and conditions of the Engagement Agreement, the Debtors have agreed to the following fee and expense structure ("Fee and Expense Structure") to: (a) compensate FTI for the services set forth in the Engagement Agreement on an hourly basis in accordance with FTI's ordinary and customary rates in effect on the date such services are rendered and (b) reimburse actual and necessary costs and expenses incurred by FTI in connection with all services performed on behalf of the Debtors.

9. The current standard U.S. hourly rates (expressed in USD), subject to periodic adjustments, that FTI professionals will charge pursuant to the Engagement Agreement are as follows:

<b>Billing Category</b>	<b>Hourly Billing Rate</b>
Senior Managing Directors	\$920 to \$1,295
Directors / Senior Directors / Managing Directors	\$690 to \$905
Consultants / Senior Consultants	\$370 to \$660
Administrative / Paraprofessionals	\$150 to \$280

10. The hourly rates set forth above are FTI's applicable hourly rates for the work of its professionals and staff members in the United States for the engagement set forth in the Engagement Agreement. These hourly rates reflect FTI's normal and customary billing practices for engagements of this complexity and magnitude.

11. I, as Senior Managing Director, will lead and supervise the FTI engagement team, and my currently hourly rate is \$985.

12. FTI revises its hourly rates periodically. To the extent this engagement requires services of FTI's international divisions or personnel, their time will be multiplied by FTI's standard hourly rates applicable for FTI's international divisions (*i.e.*, non-U.S.) or personnel. Additionally, FTI may use employees from its U.S. subsidiary affiliates, depending on the needs of the engagement. To the extent FTI uses employees of its U.S. subsidiary affiliates during this engagement, FTI will charge standard U.S. hourly rates for each such employee.

13. In addition, FTI will invoice the Debtors for its reasonable and direct out-of-pocket expenses charged during these Chapter 11 Cases, which include, among other things, telephone and other charges, mail and express mail charges, travel, meals and accommodations related specifically to the engagement.

14. If FTI and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating the engagement, the Debtors will compensate FTI at its regular hourly rates and reimburse FTI for reasonable allocated and direct expenses (including counsel fees) with respect thereto.

15. I believe that the fees are reasonable and comparable to those generally charged by financial advisors and consultants of similar stature to FTI for comparable engagements, both in and out of chapter 11. The Fee and Expense Structure summarized above and described more fully in the Engagement Agreement is consistent with FTI's normal and customary billing practices for comparably-sized and complex cases and transactions, both in and out of court, involving the services to be provided in connection with these Chapter 11 Cases. Moreover, the fees are consistent with and typical of arrangements entered into by FTI and other financial advisory and consulting firms with the rendering of comparable services to clients such as the Debtors. I believe that the fees are both reasonable and market-based.

16. According to FTI's books and records, during the ninety-day (90) period prior to the Petition Date, the Debtors provided FTI with advance cash-on-account payments totaling \$2,170,905.30 (collectively, the "Retainer"). FTI's aggregate billings since the initial advance of cash-on-account were \$1,945,905.30 which were applied against the Retainer and subsequent cash-on-account advances.

### **Indemnification Provisions**

17. As part of the overall compensation payable to FTI under the terms of the Engagement Agreement, the Debtors have agreed to certain indemnification and contribution provisions described in the Engagement Agreement (the "Indemnification Provisions"). As more fully set forth in the Engagement Agreement, the Indemnification Provisions provide that the Debtors will indemnify and hold harmless FTI and any of its subsidiaries and affiliates, officers, directors, principals, shareholders, agents, independent contractors and employees (collectively, including FTI, "Indemnified Persons") from and against any and all claims, liabilities, damages, obligations, costs and expenses (including reasonable attorneys' fees and expenses and costs of investigation) arising out of or relating to the retention of FTI, the execution and delivery of the Engagement Agreement, the provision of the Services or other matters relating to or arising from the Engagement Agreement, except to the extent that any such claim, liability, obligation, damage, cost or expense shall have been determined by final non-appealable order of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Indemnified Person or Persons in respect of whom such liability is asserted (an "Adverse Determination"). The Debtors shall pay damages and expenses, including reasonable legal fees and disbursements of counsel as incurred in advance. FTI agrees that it will reimburse any amounts paid in advance to the extent they relate directly to an Adverse Determination.

18. The terms of the Engagement Agreement, including the Indemnification Provisions, were fully negotiated between the Debtors and FTI at arm's length. I believe that the Indemnification Provisions, as modified by the Proposed Order, are customary and reasonable for financial advisory and consulting engagements, both in and out of court, and in the best interests of the Debtors, their estates and creditors.

**FTI's Disinterestedness**

19. In connection with the preparation of this Declaration, FTI conducted a review of its contacts with the Debtors, their affiliates, and certain other parties in interest that were made reasonably known to FTI. A categorized list of the types of parties in interest who were considered is listed in Schedule A hereto. FTI's review, completed under my supervision, consisted of a query of the Schedule A parties within an internal computer database containing names of individuals and entities that are involved in open cases in which FTI's current or recent former clients are also involved. While this review remains underway, a summary of such relationships that FTI has identified thus far during this process is set forth on Schedule B to this Declaration. Upon completion of our review, FTI will supplement this Declaration for any additional relationships identified.

20. Based on the results of its review thus far, FTI does not have a relationship with any of the parties listed on Schedule A in matters related to these Chapter 11 Cases, except for its relationship with the Debtors. FTI has provided and could reasonably be expected to continue to provide services unrelated to the Debtors' Chapter 11 Cases to its current clients in matters involving the individuals and entities listed on Schedule B. FTI's assistance to its clients in the cases involving these parties has been related to providing various financial restructuring, litigation support and/or engineering and scientific investigation consulting services. To the best of my knowledge, FTI has not provided, does not provide, and will not provide services to any of

its clients, other than the Debtors, in matters directly related to the Debtors or these Chapter 11 Cases, nor does FTI's involvement in these Chapter 11 Cases compromise its ability to continue providing such consulting services.

21. In addition, as part of its diverse practice, FTI appears in numerous cases, proceedings and transactions that involve many different professionals, including attorneys, accountants and financial consultants, who may represent claimants and parties-in-interest in the Debtors' Chapter 11 Cases. Also, FTI has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of whom may be involved in these proceedings. In addition, FTI has in the past, may currently and will likely in the future be working with or against other professionals involved in these cases in matters unrelated to the Debtors and these cases. Based on my current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtors in matters upon which FTI is to be employed, and none are in connection with these Chapter 11 Cases.

22. It is FTI's policy and intent to update and expand its ongoing relationship search for additional parties in interest in an expedient manner. If any new material relevant facts or relationships are discovered or arise, FTI will promptly file a supplemental affidavit under Bankruptcy Rule 2014(a).

23. To the best of my knowledge, (a) no commitments have been made or received by FTI with respect to compensation or payment in connection with these cases other than in accordance with the provisions of the Bankruptcy Code and (b) FTI has no agreement with any



other entity to share with such entity any compensation received by FTI in connection with these Chapter 11 Cases.

24. I have read the Application that accompanies this Declaration and, to the best of my knowledge, information and belief, the contents of such Application are true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: April 3, 2020

FTI CONSULTING, INC.

By: /s/ Shawn O'Donnell  
Name: Shawn O'Donnell  
Title: Senior Managing Director

**Schedule A**

**Retention Checklist of Potential Parties in Interest**

**Interested Parties List**

**Debtors**

DataGram, LLC  
Hosting Intellect, LLC  
Internap Connectivity LLC  
Internap Corporation  
Internap Technology Solutions Inc.  
SingleHop, LLC  
Ubersmith, Inc.

**Debtors' Trade Names**

INAP  
Internap Network Services Corporation  
Server Intellect LLC

**Affiliates and Subsidiaries**

Internap Japan Co., Ltd.  
Internap Network Services (Australia) Co.  
Pty. Ltd  
Internap Network Services (Singapore) Pte  
Limited  
Internap Network Services France  
Internap Network Services Germany  
Internap Network Services U.K. Limited  
Internap Network Services (HK) Limited  
Internap Network Services B.V.  
Internap Network Services Canada Co  
Internap Technologies (Bermuda) Limited  
Internap Technologies B.V.  
iWeb Technologies Inc.  
iWeb Intellectual Property Inc.  
iWeb Peering Corporation  
Nippon Telephone and Telegraph  
Corporation (NTT Holdings)  
NTT – ME  
SingleHop BV

**Significant Shareholders**

Gabelli Funds  
GAMCO Asset Management, Inc.

Teton Advisors

**Top 52 Unsecured Creditors**

Akamai Technologies Inc.  
Alert Logic Inc.  
Allied Universal Security Services  
American Express Co  
AT&T Corporation  
Avant Communications Inc.  
AVT Technology Solutions LLC  
Bridgepointe Technologies Inc.  
Burr Computer Environments, Inc.  
CDW Corporation  
CenturyLink  
Ciena Communications, Inc.  
Cogent Communications  
Connecticut General Life Insurance Co.  
CPUS West Frye Road, LP  
Data Hardware Depot  
Delaware Division of Revenue  
Dell Marketing LP  
Digital 365 Main LLC  
Direct Energy Marketing Inc. dba Direct  
Energy Business  
Engage BDR  
Equinix Inc.  
Fusion Worldwide  
GI TC Seattle LLC  
Global Telecom & Technology Inc. &  
Subsidiaries (GTT Inc.)  
Graybar Electric Company Inc.  
Intelisys, Inc.  
International Computer Concepts Inc.  
Iron Mountain Data Centers, LLC  
LEL International, Inc.  
Level (3) Communications

Lighttower Fiber Networks  
Megaport (USA), Inc.  
Moody's Investors Service  
Radware  
Redwood DC Assets LLC  
Salesforce.com  
Salt River Project Agricultural Improvement  
and Power District  
Servicenow, Inc.  
SHI International Corp  
Sizmek  
Telia International Carrier  
telx-New York 111 8th LLC  
Trace3 Inc.  
UHY Advisors GA, Inc.  
Verio  
Verizon Communications  
XO Communications Inc.  
Yancey Bros. Co.  
Zayo Group  
Zerto Corp

**Lenders**

Apex Credit Partners LLC  
BankDirect Capital Finance  
BlackRock  
Brightwood Capital Advisors, LLC  
Canaras Capital Management LLC  
Carlyle Investment Management, LLC  
Churchill Financial LLC  
Cohanzick Management, LLC  
Credit Suisse AG  
CVC Credit Partners  
Deutsche Bank AG  
Invesco Senior Secured Management, Inc.  
Jefferies Finance LLC  
Jefferies Leveraged Credit Products, LLC  
Midocean Partners  
MJX Asset Management, LLC  
Octagon Credit Investors, LLC  
PNC Bank  
Providence Equity Partners  
Royal Bank of Canada  
Seix Advisors  
Societe Generale  
Sound Point Capital Management, LP

Tennenbaum Capital Partners, LLC

**Agents or Indenture Trustees**

Jefferies Finance LLC

**Current Directors and Officers**

Peter Aquino  
Andrew Day  
Richard Diegnan  
Joseph DuFresne  
John Filipowicz  
Christine Herren  
Gary Pfeiffer  
David Potts  
Peter Rogers  
Michael Sicoli  
Lance Weaver  
Debora Wilson

**Former Directors and Officers**

Charles Coe  
Robert Dennerlein  
Patricia Higgins  
James Keeley  
Corey Needles  
Daniel Stanzione

**Channel Partners**

AB&T  
ACT Data Solutions  
Advantage Communications Group  
Advoda  
Affiliated Resource Group OH  
Alpha Delta, Inc.  
ARD Telecom  
Avant Communications  
BBH Solutions  
BCM One  
Bridgepointe Technologies  
Buzz Architect  
Cambridge Computer  
Central Park Technology  
Cloud Advise  
Cloud Nexion  
CloudAdvise  
CloudInsyte

Cloudly, LLC  
Colliers  
Colopeople  
Colotraq  
Converged Network Services Group  
C-Teck IT Solutions  
Digital Realty Trust  
EHR Evolution Inc.  
Entre Computer  
findadatacenter.com  
Fluid Consulting  
Garvoo Inc.  
GCN Solutions  
General Datatech, l.p.  
Idea! Communications  
Intelisys  
Interaqt  
IT Support Miami  
Lloyd Mack  
MC Information Systems  
MicroCorp  
Network Computing Architects  
Network Planet Inc.  
New England Network Solutions, Inc.  
No Layer, Inc.  
Nucleus Creative  
Nuvalo  
NuVision  
OnShore Technology Group, Inc.  
PlanetOne  
Presidio  
Pro4ia-Agent Account  
Quote Colo LLC  
Richard Fleischman & Ass.  
Sebastian Corp  
SHI International  
SHI International Corp.  
Shoulderchip Technologies  
StrataCore (formerly Bandwidth Advisors)  
Stratosphere Networks  
TAC Holdings  
Tarika Group  
Technologyville  
Telecom Brokerage Inc.  
TeleProviders  
TeleProviders Inc.

Thunder Communications LLC  
Tovaas Technology  
Upfront Technologies  
Vision Technology Group  
World Telecom Group

**Landlords**

2001 Sixth, LLC  
365 Data Centers  
Amerimar Enterprises, Inc./Netrality  
Properties  
Arrow Capital Solutions Inc.  
Carter Validus  
CBRE  
Cologix  
ColoHouse  
Comfluent  
CORE  
Coresite LP  
DCII-250 Williams Street NW, LLC  
Denali DC Assets LLC  
Digital Realty Trust Group  
Digital Realty Trust / Telx  
Digital Realty Trust, L.P.  
Digital Realty Trust/Sterling  
DuPont Fabros Technology, Inc.  
Equinix / Terremark  
Equinix Inc.  
G&C OC Investors, LCC  
GI Partners  
GI TC Seattle LLC / GI Partners  
Invesco Real Estate  
IO Data Centers  
KTR South Bay I LLC / KTR Property Trust  
I  
Level 3 Communications  
Lincoln Property Company  
Lincoln Rackhouse  
Livingston International, Inc.  
Market Halsey Group  
Market Halsey Urban Renewal LLC  
Pacific Realty Associates, L.P.

PhoenixNAP  
Prologis  
QTS Realty Trust  
RagingWire Data Centers, Inc.  
Robert C. Penna and Richard C. Penna  
Roell Capital Partners, LP  
Sabey Datacenter LLC / Sabey Corporation  
Sabey Properties LLC  
UCM/GP-1301 Fannin, L.P. / Griffin  
Partners, Inc.  
Washington Holdings  
Westin  
XO Communications  
Zayo Group  
Zayo Group/Latisys

**Insurers**

ACE American Insurance Company  
AIG Specialty Insurance Company  
Allied World National Assurance Company  
American Guarantee & Liability Insurance  
Company  
Arch Insurance - Surety Division  
Argonaut Insurance Company  
Crystal and Co. / Alliant Insurance Services,  
Inc.  
Endurance American Insurance Company  
Federal Insurance Company  
Hallmark Specialty Insurance Company  
Lloyd's of London / Beazley  
Mercer Insurance Company  
National Union Fire Insurance Company of  
Pittsburgh, PA.  
Southern California Edison Company  
Starstone Specialty Insurance Company  
The North River Insurance Company  
Travelers Casualty and Surety Company of  
America  
XL Specialty Insurance Company  
Zurich American Insurance Company  
Zurich Insurance PLC

**Utilities**

Allegro Sanitation Corp  
Allstream Business US, Inc.  
AT&T Mobility

Athens Services  
Birch Communications Inc.  
BOSCO Oil DBA Valley Oil Company  
British Gas  
California Water Service Company  
CenturyLink  
City of Atlanta, GA  
City of Chandler, AZ  
City of Plano, TX  
City of Santa Clara, CA  
City of Somerville, MA  
City of Somerville, MA - Dept of Public  
Works  
DeKalb County, GA  
Direct Energy Marketing Inc. dba Direct  
Energy Business  
Eversource  
Frank Lamparelli Oil Co Inc.  
Fusion Cloud Services, LLC  
Georgia Power Company  
Mission Trail Waste Systems  
National Grid  
Open Text Inc.  
Pacific Gas and Electric Company  
Premiere Global Services  
Public Service Enterprise Group  
Salt River Project Agricultural Improvement  
and Power District  
Southern California Edison Co  
Southern California Gas Company dba The  
Gas Company  
Windstream Holdings, Inc.  
XO Communications Inc.

**Deposit Banks**

Bank of Montreal  
M&T Bank  
Natixis  
PNC  
Silicon Valley Bank  
Wells Fargo

**Contract Counterparties**

1301 Fannin Owner, L.P.  
1525 Comstock Partners, LLC  
1-800MD LLC

18401 Von Karman Property Holdings, LLC  
2001 Sixth LLC  
365 Jack London Square, LLC  
365 Operating Company LLC dba 365  
Services LLC  
4imprint Group plc (4IMPRINT)  
AAA Landscape  
AB&T Telecom  
Abacus Information Technology LLC  
Abacus Solutions  
ABB Inc.  
ABB Zenith Controls, Inc.  
ABM Janitorial Services Northeast, Inc.  
Abraxis Networks  
AC & DC Power Technologies LLC  
Accellion, Inc.  
Access Computer Floors LLC  
Acclaim Insurance Brokers Pte Ltd  
Accu-Tech Corporation  
Acer Cloud Technology Inc.  
ACT Data Solutions  
Addison Lee  
Adobe Systems Inc.  
ADP Screening & Selection Services  
ADVA Optical Networking North America,  
Inc.  
Advantage Communications Group, LLC  
Advoda LLC  
Affiliated Resource Group OH  
AgilePoint  
Akamai Technologies Inc.  
Al/Kathleen Puska dba National Fail Safe  
Alameda County Treasurer & Tax  
Collection  
Alert Logic Inc.  
Algorithmic Research Ltd / ARX Inc.  
Align Communications Inc.  
Allegro Sanitation Corp  
Allied Fire Protection  
Allied Universal Security Services  
Allstream Business US, Inc.  
Alpha Delta Inc.  
Alpheus Communications  
Alpine Power Systems, Inc.  
Amalgamated Credit Bureau Inc.  
Ambius

American Electric Power  
American Express Co  
American Registry for Internet Numbers  
Ltd. ("ARIN")  
American Stock Transfer and Trust Co  
Aminian Business Services, Inc.  
Amsterdam Internet Exchange  
Angiel Electrical Con Corp  
Anixter Inc.  
Anthem Republic  
Apelinc Landscaping Services Inc.  
Apple Inc.  
Applied Network Concepts  
Approach Technology, Inc.  
AppSmart CCC, Inc.  
ArchiBIM, Inc.  
ARD Telcom Inc.  
Ariba Inc.  
Arizona Control Specialists Inc.  
Arizona Corporations Commissions  
Arizona Department of Revenue  
Arizona Elevator Solutions, Inc.  
Arnall Golden Gregory LLP  
Arrow Capital Solutions, Inc.  
Artografx Inc.  
ASA Computers  
Asbury Agile  
Ascher Brothers Co. Inc.  
Ashville  
ASI Computer Technologies Inc.  
Asia-Pacific Network Information Centre  
Pty Ltd.  
AT&T  
AT&T Mobility  
Athens Services  
ATL Low Volt  
Atlanta Tech Works  
Atlantix Global Systems, LLC  
Atlas Watersystems Inc.  
ATS Automation  
Automated Building Systems Inc.  
Automatic Data Processing House  
Automatic Data Processing, Inc. (ADP Inc.)  
Avant Communications Inc.  
Avnet Inc.  
AVT Technology Solutions LLC

Axiom Fiber Networks	Campbell Electric Inc.
B.M. Book Keeping (UK)	Canada Life Group Division
BAE Systems, Applied Intelligence	Canada Revenue Agency
Baker & Hostetler LLP	Cancer Research and Biostatistics
Baker Communications Group, LLC	Cannings Connolly
BankDirect Capital Finance	Canonical
Bayley Construction LP	Capitol Innovations LLC
BBH Solutions Inc.	CAS Architects, Inc.
BBK Coke Data Center, LLC	Castle Water
BCM One	CCH Incorporated
BCN Telecom	CDW Corporation
BDO USA LLP.	CEC Facilities Group, LLC
Behind Every Cloud Ltd	Central Park Technology
Belastingdienst	Central Signal Corp
Bellcom UK Limited	CenturyLink
Berkeley Electronic Press	CEVA Freight LLC
Better Business Bureau of Metropolitan Atlanta Inc.	Champion Janitorial
BFP Fire Protection Inc.	Cherita Laney
Bisnow LLC	Chevron Federal Credit Union
Blackline Systems, Inc.	Chicago BT Property, LLC
Blackstock's Equipment Sales Inc.	Chicago Department of Finance
BMO Harris Equipment Finance Company	Chorus Call, Inc.
BOSCO Oil DBA Valley Oil Company	Ciena Communications, Inc.
Boston Roofing and Design Corp	Cigna Life Insurance Co of New York
Bridgge	Cintas Corporation
Bridge Insurance Brokers	City and County of Denver - Dept of Revenue
Bridgepointe Technologies Inc.	City of Atlanta
British Gas	City of Chandler
British Telecommunications (UK)	City of Chicago Department of Revenue
Broad Valley Capital	City of Dunwoody
Broadridge Investor Communications Solutions Inc.	City of El Segundo
Brown's Interior Foliage	City of Plano
BSO Network Solutions	City of Redondo Beach
Burr Computer Environments, Inc.	City of San Jose
Burstorm	City of Santa Clara
C & K Specialists LLC	City of Seattle
C & K Water Specialists, LLC	City of Somerville
C H Reynolds Electric Inc.	CleaningContract.com
C2C Fiber Networks	CleanNet of Arizona
Cablevision Lightpath LLC	Cleveland Electric Company
California Nurses Organization	Climatec LLC
California Public Utilities Commission	Cloud Advise
California Water Service Company	CloudCheckr, Inc.
Camali Corp	CloudInsyte Inc.
	CloudLinux

Cloudly LLC  
Coalfire Systems Inc.  
Coca-Cola  
Coca-Cola of North America  
Code Red Consultants, LLC  
Cody Schnakenburg  
Coffee Unlimited  
Cogeco Data Services  
Cogent Communications  
Cognitas  
Cognitas Technologies, Inc.  
Coleman Supplier Service Solutions, LLC  
Colliers International-Atlanta LLC  
Colo Properties Atlanta LLC  
Cologix  
Colohouse LLC  
Colopeople.com LLC  
ColoTraq  
Colt Technology Services  
Colt Telecommunications (Intl)  
Comcast  
Comfort Systems USA (Southwest), Inc.  
Massachusetts Department of  
Telecommunications  
CommerX Corporation  
Commissioner of Taxation and Finance  
Commonwealth of Massachusetts  
Commonwealth of Virginia  
Community Health Center Network  
Commvault Systems Inc.  
Comnet Telecom Supply Inc.  
Companies House  
Compensation Strategies Inc.  
Comptroller of Goods and Services Tax  
Computer Packages Inc.  
CONA Services LLC  
CONA Services of North America  
Conex Recycling Corporation  
Confirmit Inc.  
Connecticut General Life Insurance Co.  
Contego Solutions, LLC  
Continuum Managed Services - R1Soft  
Controlaccount  
Converged Network Services Group LLC  
Convey Services, LLC  
Conyers Dill & Pearman

Cooper Automation Systems, LLC  
Coral Capital Solutions LLC  
CoreSite 427 S LaSalle LLC  
Coresite LP  
CoreSite One Wilshire LLC  
CoreSite Real Estate 1656 McCarthy L.P.  
CoreSite Real Estate 70 Inner Belt LLC  
Corporation Service Company  
Corus Group LLC dba Corus 360  
Cost Management Group LLC  
County of Fairfax  
County of Loudon  
Cox Communications  
cPanel Inc.  
CPUS West Frye Road, LP  
Crawford Mechanical Services, LLC  
Creative Corporate Ideas  
Crystal IBC LLC  
C-Teck IT Solutions  
Cummins Inc.  
Cummins Sales and Service  
Cushing & Company  
Cushman & Wakefield Ltd  
Custom Care Building Services  
Custom Computer Cables of America Inc.  
CyberSource Corporation  
Daikin Applied  
Dallas County Tax Office  
Data Center Portfolio JV, LLC  
Data Center Technologies, Inc.  
Data Clean Corporation  
Data Hardware Depot  
Data Specialties  
Data Strategy LLC  
DataBank Holdings, Ltd  
DataSpan  
David Potts  
DCII-250 Williams Street NW, LLC  
Debora Wilson  
DeCambra Enterprises dba A-A Backflow  
Testing & Maintenance  
DeKalb County Tax Commissioner  
Delaware Division of Revenue  
Delaware Secretary of State  
Dell, Inc.  
Dell Marketing LP



Dentons Canada LLP  
Department of Labor and Industries  
Department of Tax and Collections  
Department of Revenue Services  
Department of Workforce Development  
Design By Chris  
Deutsche Bank Trust Company  
Deutscher Commercial Internet Exchange  
Device42, Inc.  
Digital 365 Main LLC  
Digital 720 2<sup>nd</sup>, LLC  
Digital Grand Avenue, LLC  
Digital Realty Trust  
Digital Realty Trust LP DBA Digital 2121  
South Price LLC  
Digital Realty Trust LP DBA Digital 2260  
East El Segundo LLC  
Digital Realty Trust LP DBA Digital 720  
2nd LLC  
Diligent Board Member Services, Inc.  
Direct Energy Marketing Inc. / Direct  
Energy Business  
Directness  
Disney Destinations, LLC  
Dock 365, Inc.  
DocuSign Inc.  
Douglas County Treasurer  
Douglas DeCastro / Signvertise Duo  
Security  
dvsAnalytics, Inc.  
E\*Trade Business Solutions  
E2 Optics, LLC  
Edmarco, Inc.  
EFT Analytics Inc.  
EHR Evolution  
Electronic Environments Co. LLC  
Elsevier  
Emergency Power Services Co., Inc.  
ENET Solutions, Inc.  
Enrique Flores  
Entre Computer Solutions  
EONIX Corp.  
Equinix Group / Switch and Data  
Equinix (formally Switch and Data)  
Equinix Group  
Ernst & Young LLP

Espial DE, Inc.  
Ethos Communication Solutions Limited  
euNetworks Fiber UK Limited  
Eurofiber Netherland BV  
Eversource  
Exceptional Landscapes Inc.  
Executive Construction Inc.  
Executive Travel & Incentives  
Experian Information Solutions Inc.  
Experis Finance US LLC  
Exponential-e Ltd.  
F5 Networks Inc.  
Facebook  
Fast Technologies  
FedEx  
Fiberstore Co Limited  
Fidelity Investments Inc.  
Fidelity Security Life Insurance Company  
Financial Accounting Standards Board  
(FASB)  
Fire Chief Equipment Co Inc.  
Fire Equipment Inc.  
Fire Safety Solutions South  
First Mile Ltd. / Revolution / Envirecycle  
Limited  
FirstLight Fiber, Inc.  
Fisk Electric  
Fitzgerald & Company  
Flood Brothers Inc.  
Florida Public Service Commission  
FMR Consulting LLC dba Fluid Consulting  
FOP Melnyk  
Fox Properties LLC  
Fox Rothschild, LLP  
FoxHunter Properties LLC  
FPL Fibernet  
Franchise Tax Board  
Frank Lamparelli Oil Co Inc.  
Franklin St Properties Corp / FSP One  
Ravinia Drive LLC  
Friendly Solutions Corp.  
Fry, Inc.  
Full House Merch  
Fulton County Tax Commissioner  
Fusion Cloud Services, LLC  
Fusion WorldWide

G&C OC Investors, LLC  
G4S Secure Solutions, Inc. (USA)  
GaggleAMP Inc.  
Gartner Inc  
Garvoo Inc.  
Gary Pfeiffer  
General Datatech LP  
GenServe  
Gen-Tech  
Georgia Certificate Services  
Georgia Power Company  
GI TC Seattle LLC  
Gibbons P.C.  
Gladys Yutiampo  
Glassdoor Inc.  
Global Communication Networks Inc.  
Global GRAB Technologies, Inc.  
Global Pkg  
Global Telecom & Technology Inc. &  
Subsidiaries GTT Group  
Good Energy  
Gordon & Rees LLP  
Grainger Inc.  
Grand Hyatt Baha Mar  
Grant Thornton LLP  
Graybar Electric Company Inc.  
H5 Capital Denver, LLC  
HackerOne  
HaggisTech  
Haynes Building Service, LLC  
HB Dobbin Financial Planning Ltd.  
Hemisphere Capital Advisors, LLC  
Henning Mediation & Arbitration Service,  
Inc.  
Henricksen & Company, Inc.  
Hewatt Electrical Contractors, Incorporated  
Hewlett-Packard Financial Services  
Company  
Hibernia Atlantic US LLC  
Hilda Loe Associates  
Hi-Rez Studios, Inc.  
HM Customs & Excise  
Hogan Lovells US LLP  
Houthoff Cooperatief U.A.  
HRRP Garland LLC  
HSA Bank

Hutchinson Global Communications i-  
Admin (Singapore) Pte Ltd  
IBM Corp  
ICE Systems Inc.  
Ideal Communications  
Ideaspan  
Illinois Secretary of State  
Incapsula, Inc.  
Incorp Services Inc.  
Infocomm Development Authority  
Informatica Corporation  
Ingram Micro Inc.  
InnerCity Fiber LLC  
Innovative Interfaces  
Insight Direct USA, Inc.  
Integrated Solutions Management  
IntelePeer Cloud Communications  
Intelisys, Inc.  
Intellectual Property Corporation  
Interagt Corp  
Internap Japan Co Ltd.  
International Computer Concepts Inc.  
International Sports Management, Inc.  
Interoute Communications Limited Ltd.  
Intersect Group, The LLC  
Interxion Carrier Hotel Limited (UK)  
InterXion Datacenters B.V. (Netherlands)  
Intrado Digital Media, LLC  
Invictus Global Management / Sabey SEC  
DEP  
IO Phoenix One LLC  
IQ EQ Consultants (HK) Ltd.  
Iron Mountain  
Iron Systems  
IT Support Miami  
Ivanti, Inc.  
Jaguar Telecom  
JBGS/TRS, L.L.C.  
Jeff Millies  
Jeffries Morris Inc. as agent for Trinity  
Morris Corp  
Jenner & Block LLP  
Joe Powell and Associates Inc.  
John Tracy Mehr  
Johnson Controls Inc.  
Juniper Networks US Inc.

K&L Gates LLP  
Kaiser Foundation Health Group  
Karma Digital, LLC  
KDDI Singapore Pte Ltd  
King County Treasurer  
King Wire Partitions Inc.  
Koll/Intereal Bay Area  
Kone Inc.  
KPMG LLP  
Lance Weaver  
Lanier Parking Solutions  
Las Colinas  
Laura A. Kaster LLC  
Lauren M. Olahi  
LeaseQuery, LLC  
Lechtenberg & Associates LLC  
Level (3) Communications  
LGE Community Outreach Foundation  
LHSA Partners LLC / 451 Research Inc.  
Lighttower Fiber Networks  
Linck Search Associates, Inc.  
Link Consulting Services  
LinkedIn  
Lippert/Heilshorn & Associates, Inc.  
Liquid 8 Technology Inc.  
Lit San Leandro  
LivePerson Inc.  
Livingston International, Inc.  
Lloyd Anthony Mack  
London Borough of Tower Hamlets  
London Internet Exchange Ltd.  
Lorraine Nicole Roleson / ConsultHR  
Los Angeles County Tax Collector  
LTS Managed Technical Services LLC  
Lundy Engineering Group, LLC  
Lyreco  
M&M Interior Solutions, Inc.  
M1 Limited  
MA Laboratories Inc.  
MacDonald-Miller Facility Solutions Inc.  
Mailfinance Inc.  
Maricopa County Air Quality Dept.  
Maricopa County Treasurer  
Marlene Mangubat  
Mascott Equipment  
Maxair Mechanical Inc.

MC Constructors, Inc.  
MC Information Systems  
McCom Inc. /US Net  
McKenney's Inc.  
Mediant Communications, LLC  
Megaport (USA), Inc.  
Meridian-IS, LLC  
Merit Network Inc.  
Merrill Communications LLC  
Michael Wild  
MicroCorp Inc.  
Microland Electronics Corp.  
Microsoft Licensing GP  
Millenium Fire Protection LLC  
Millennium Security Services, LLC  
Minnesota Revenue  
Mission Critical Systems  
Mission Trail Waste Systems  
MisterGreen Products B.V.  
Mitec Solutions  
Mobile Fire Equipment  
Monument Consulting, LLC  
Moody's Investors Service  
Morgan Lewis & Bockius  
Morgen Industries Inc.  
Morley-Moss, Inc.  
Morrison Hershfield Corp  
Morrow Sodali LLC  
MSR Customs Corporation  
Much Shelist  
Multi-State Employers Council Inc.  
Myriad Supply Company  
Nasdaq  
National Grid  
NAVEX Global Inc.  
NearData Inc.  
Neopost USA dba Neopost Southeast  
Netenberg  
Network Computing Architects  
Network Planet  
Networks Centre Ltd.  
New England Fiber Inc.  
New England Network Solutions Inc.  
New Silver Engineering LLC  
New York City Department of Finance  
New York Grant Company Inc.

New York Magazine	Phoenix NAP LLC
New York State Corporation Tax	PHS Group plc
New Zoom, Inc.	PlanetOne
NiTel Inc.	Plante Moran LLP
No Layer	Platinum Electrical Contracting Inc.
Noord-Group Limited	Platinum Landscaping, Inc.
North Carolina Department of Revenue	Platinum Parking
Nothing But Nets	Plesk CA Software Ltd.
Nucleus Creative	PM Plumbing & Mechanical, Inc.
Nuvalo	PNC Bank NA
Nuvisions Solutions LLC	PNC Equipment Finance
NW 230 Congress Street Property Owner LLC	Potomac Law Group, PLLC
Office of Finance, City of Los Angeles	Power Distribution Inc.
O'Mahony & Sons Electrical Inc.	Precision Sample, LLC
On Computer Services, LLC dba Unified Power	Premier Contract Carpet, Inc.
OnShore Technology Group	Premiere Global Services
Ontario Refrigeration Services, Inc.	Presidio Networked Solutions
Open Text Inc.	Prestige Interiors
Optical Communications Group	Price Modern
Oracle America Inc.	PricewaterhouseCoopers LLP
Orange County Tax Collector	Prime Electric Inc.
OSIsoft	Prime Power Services Inc.
Outbox Systems Inc.	Pro4ia
OutSolve, LLC	Prologis LP
OwnBackup Inc.	Prologis USLV SubREIT 2, LLC
p3 mediaworks, Inc.	Protection Systems LLC
Pacific Gas and Electric Company	PSE&G
PagerDuty Inc.	Public Company Accounting Oversight Board
Painting By Franco	Pulse Secure LLC
Panopta LLC	Q.S.G Technology Services LTD
Paragon International, Inc.	QED Systems
Park Place Technologies LLC	Quality Technology Services
Pasek Corp	Quintet Solutions Pvt Ltd.
Patriot Clean Fuel	Quote Colo LLC
Paulo Lessa	R&A Enterprise Solutions LLC
PCAM, LLC	R3 Services Group
PCCW Global (Singapore) Pte Ltd.	Radware
Peachtree Pest Control Co Inc.	RagingWire Data Centers, Inc.
Peacocke Consulting Group, LLC	Rajah & Tann
Penna Realty Assoc	RCO Consulting
Percona LLC	Recruiter on Demand Services, LLC
Perennial Resources LLC	Red Hat Inc.
Peter Rogers	Redwire LLC
Peterson Power Systems	Redwood DC Assets LLC
	Registered Agent Solutions Inc.

ReppConn LLC  
Richard Fleischman & Associates  
RIPE Network Coordination Centre  
RK Electric Inc.  
Robert Half International Inc.  
Rogers Business Solutions  
Rolka Loube Salzer Associates  
Ronald Blue & Co, LLC  
Rosing Painting & Wallcovering  
Ross Lane & Company, LLC  
Royal Cup Inc.  
RussElectric Inc.  
Ryan LLC  
S&K Prof.  
Sabah International Inc.  
Sabey Properties LLC  
Salesforce.com  
Salt River Project Agricultural Improvement  
and Power District  
San Francisco Tax Collector  
Sandler Partners  
SAP America Inc.  
Sasco  
SBE Electrical Contracting Inc.  
Schneider Electric Group  
Scottish Equitable  
Seattle Engraving  
Seattle Games Forum  
Sebastian Corp  
Securetech Fence Systems Inc.  
SecureWorks, Inc.  
ServerCentral  
ServerDirect  
Service Express, Inc.  
Service Station Systems  
Servicenow, Inc.  
Shannon DeBacker  
Shermco Industries Inc.  
Sherwood Strategic Consulting LLC.  
SHI International Corp  
SHIFT Communications, Inc.  
Shred Ace, Inc.  
Shred-it USA LLC  
Siemens Industry Inc.  
Silicon Valley Lockmasters, Inc.  
Singapore Internet Exchange Limited

Singapore Telecommunications  
SingTel  
Skillshot Media  
Smoothstone IP Communications Corp  
Snell & Wilmer L.L.P  
Softchoice Corporation  
SolarWinds, Inc.  
Solis Vending  
Songbird Plant Lenders Inc.  
SOS Pest Control  
Sound Refrigeration and Air Conditioning  
South Coast Air Quality Management  
District  
Southern California Edison Co  
Southern California Gas Company dba The  
Gas Company  
SP Petroleum Transporters  
Spearhead Networks Inc.  
Specialized Fire & Security Inc.  
Specialized Transportation Inc.  
Spectrum Business  
Spectrum Sourcing  
Sports Fans Coalition NY, Inc.  
Stanco Systems Electrical Contracting Inc.  
Standard & Poor's Ratings Service  
Stanley Painting  
Staples Contract & Commercial Inc.  
Star Hub  
State Comptroller/Comptroller of Public  
Accounts - TX  
State of California  
State of New Jersey  
State of New Jersey Board of Public  
Utilities  
Steve Harman  
StrataCore Inc.  
Strategic Modeling Solutions LLC  
Stratosphere Networks  
Structure Research  
Structure Works  
Sunbelt Controls  
Sunesys LLC  
SuperMicro Computer, Inc.  
Swain Electric, Inc.  
Swanson Rink, Inc.  
Swedish Health Services

Symantec Corporation  
TAC Holdings, LLC  
TalentWave  
Tata Communications  
Tate Specialties Inc.  
Tax Assessor Collector - Collin County  
Tax Assessor-Collector  
Taxconnex LLC  
Taylor & Taylor Associates, Inc.  
Tech Plan Inc.  
Technical Builders Inc.  
Technologyville, Inc.  
TechTrade Solutions LLC  
Telarus LLC  
Telcordia Technologies  
Telecom Brokerage Inc.  
Telehouse Intl Corp of America  
TeleProviders  
Telia International Carrier (Int'l)  
Telstra Incorporated  
Telx - Los Angeles LLC  
TelX Group  
Testing Software S.A.  
Texas State Comptroller  
The Brandt Companies, LLC  
The Coca-Cola Company  
The Employment Law Solution  
The Greenseason Group, Inc.  
The Guardian Life Insurance Company of America  
The India Building LLC  
The Orvis Company, Inc.  
The Rubicon Project, Inc.  
Thunder Communications LLC  
Tibco Software Inc.  
Tier 1 Inc.  
Tier4 Advisors, LLC  
Tiffany & Co  
Time Warner  
Titan Electric, Inc.  
Toronto Internet Exchange  
Total Fire Protection  
Total Plant And Floral Service Inc.  
Tovaas Technologies  
Town of Secaucus Fire Prev Bureau Office of Inspections

Townsend Security, Inc.  
Trace3 Inc.  
Trane US Inc.  
Trans Bay Elevator  
Treasurer State of New Jersey  
Triumvirate Environmental Inc.  
TWP Computers BV  
UHY Advisors GA, Inc.  
Uline  
United Mechanical, Inc.  
Universal Service Administrative Company  
UNUM Life Insurance Company of America  
UpFront Technologies, Inc.  
US Department of Treasury  
Valley Power Systems, Inc.  
Value Act  
Value Act Capital  
Varsity Termite and Pest Control  
Veeam Software Corp  
Ventiv  
Ventiv Technology Inc.  
Verified Security  
Verio  
Verisign Inc.  
Veristor Systems Inc.  
Verizon  
Verizon Business  
Verizon Cabs  
VerSprite, LLC  
Vertiv Corporation  
Vertiv Liebert Services  
Vertiv Services, Inc.  
Verus Connect, Inc.  
Virtual Shaping, Inc.  
Visa Worldwide Singapore Pte. Limited  
Vision Technology Group  
Vistra Corporate Services (SEA) Pte Ltd.  
Vodafone  
Vrind Accounting B.V.  
W5 Group LLC / Waldorf Demolition  
Warner Norcross & Judd  
Washington State Department of Revenue  
Water Dynamics  
Water Tech Specialties Inc.  
Waypoint Systems Inc.

Western Partitions Inc.  
Western Water Technologies, Inc.  
Westminster City Council  
Wild Animal World, Inc.  
Wilshire Connections LLC  
Windstream Holdings, Inc.  
Winsight, LLC  
Wisconsin Department of Revenue  
Woodoil Company of California, LLC  
Workiva Inc.  
Worldwide Supply LLC  
WTS Consulting Ltd  
WTS World Tax Services BV  
Xe.Com  
Xerox Corp  
XO Communications Inc.  
XTechnology Global Inc.  
Xtivia  
Yancey Bros. Co.  
Zacks Investment Research Inc.  
Zayo Bandwidth  
Zayo Group  
Zerto Corp  
ZOHO Corp  
Zoom Information

**Vendors/Suppliers**

1301 Fannin Owner, L.P.  
Akamai Technologies Inc.  
Allied Universal Security Services  
American Express Co  
Avant Communications Inc.  
BBK Coke Data Center, LLC  
BDO USA LLP.  
BMO Harris Equipment Finance Company  
Bridgepointe Technologies Inc.  
Burr Computer Environments, Inc.  
City of Santa Clara  
Connecticut General Life Insurance Co.  
CoreSite Real Estate 70 Inner Belt LLC  
cPanel Inc.  
CPUS West Frye Road, LP  
Data Center Portfolio JV, LLC  
DCII-250 Williams Street NW, LLC  
Dell Marketing LP  
Digital Grand Avenue. LLC

Digital Realty Trust LP / Digital 2121 South  
Price LLC  
Direct Energy Marketing Inc. / Direct  
Energy Business  
Equinix Inc.  
Equinix Singapore Pte Ltd.  
Facebook  
FedEx  
Fidelity Investments Inc.  
GI TC Seattle LLC  
Ingram Micro Inc.  
Integrate.Manhattan LLC  
Intelisys, Inc.  
International Computer Concepts Inc.  
Intersect Group, The LLC  
Iron Mountain  
Jenner & Block LLP  
Koll / Intereal Bay Area  
Level (3) Communications  
Lighttower Fiber Networks  
Oracle America Inc.  
Penna Realty Assoc  
Prologis LP  
Prologis USLV SubREIT 2, LLC  
Quality Technology Services  
Redwood DC Assets LLC  
Sabey Properties LLC  
Salt River Project Agricultural Improvement  
and Power District  
SHI International Corp  
SuperMicro Computer, Inc.  
Taxconnex LLC  
Telia International Carrier  
Trace3 Inc.  
Verizon Business  
XO Communications Inc.  
Zayo Group

**Regulatory and Government**

Arizona Corporation Commission  
California Public Utilities Commission  
Federal Communications Commission  
Georgia Public Service Commission  
Illinois Commerce Commission  
Massachusetts Department of  
Telecommunications and Cable

Public Utility Commission of Texas  
State of New Jersey  
Universal Service Administrative Company

Dekalb County Tax Commissioner  
Delaware Secretary of State  
Department of Administration  
Department of the Treasury, Internal  
Revenue Service  
Division of Corporations - Florida  
Department of State  
Division of Revenue, Wilmington, Delaware  
Douglas County Treasurer, Tax Collector  
Fairfield County Tax Collector  
Florida Department of Revenue  
Florida Department of Revenue  
Franchise Tax Board  
Fulton County Board of Assessors  
Georgia Department of Revenue  
Georgia Department of Revenue, Processing  
Center  
Georgia Secretary of State  
Harris County, TX  
Illinois Department of Revenue  
Illinois Department of Revenue  
Illinois Secretary of State  
King County, Personal Property Section  
Los Angeles, Office of the Assessor  
Manager of Finance, Dallas  
Maricopa County Assessor  
Massachusetts Department of Revenue  
Massachusetts Department of Revenue  
Massachusetts Secretary of State  
Miami Dade Business Licensing Division  
Miami Dade Tax Collector  
Minnesota Department of Revenue  
New Jersey Secretary of State  
New York City Department of Finance  
New York City Department of Finance  
New York State Department  
New York State Department of Taxation and  
Finances  
New York State Sales Tax Processing  
North Carolina Department of Revenue  
North Carolina Secretary of State  
Oakland Tax Administration  
Office of Finance, City of Los Angeles  
Orange County Tax Collector -Business  
Department  
Orange County Tax Collector

**Taxing Authorities**

Arizona Corporations Commission  
Arizona Corporations Commission  
Arizona Department of Revenue  
Arizona Department of Revenue  
California Secretary of State  
Chicago Department of Revenue  
Chicago Department of Revenue  
City of Atlanta  
City of Chicago License Division  
City of Dunwood Taxes  
City of El Segundo Business Tax Payment  
City of Oakland, Revenue Division -  
Business Tax Section  
City of Orlando - Permitting Services  
City of Philadelphia, Department of  
Revenue  
City of Redondo Beach, CA  
City of San Jose, Business Tax and  
Registration Permit  
City of Santa Clara - Municipal Services  
City of Santa, Clara Municipal Services  
Division, Business License Unit  
City of Seattle  
City of Seattle License Division  
City of Somerville, Office of the Tax  
Collector  
City of Tukwilla Licensing Division  
Colorado Department of Revenue  
Colorado Department of Revenue  
Colorado Secretary of State  
Connecticut Department of Revenue  
Services  
Connecticut Secretary of State  
County of Loudon, VA  
Dallas County Assessor



Pennsylvania Department of Revenue  
Pennsylvania Department of Revenue  
Sales and Use, Ohio Department of  
Taxation, Attn: Business Compliance  
Division  
San Francisco Property Taxes  
San Francisco Tax Collector  
San Francisco Tax Collector - Office of the  
Treasurer  
South Dakota Department of Revenue  
South Dakota Secretary of State  
State Board of Equalization, California  
State of California Secretary of State  
State of Connecticut - Department of  
Revenue Services  
State of New Jersey  
State of New Jersey, Division of Taxation  
Tax Assessor of Houston  
Tax Assessor of Collin County, TX  
Tennessee Department of Revenue  
Tennessee Department of Revenue  
Tennessee Secretary of State  
Texas Comptroller  
Texas Comptroller of Public Accounts  
Texas State Comptroller, Sales and Use Tax  
Virginia Department of Taxation  
Virginia Dept of Taxation  
Virginia Secretary of State  
Washington State Department of Revenue  
Washington Secretary of State  
Wisconsin Department of Revenue

**Secured Creditors**

Arrow Capital Solutions Inc.  
Silicon Valley Bank

**UCC Filers**

Arrow Capital Solutions, Inc.  
Bank of Birmingham  
BMO Harris Equipment Financing  
Company  
IBM Credit LLC  
Jefferies Finance LLC  
Regents Capital Corporation  
Signature Financial LLC  
Silicon Valley Bank

**Other Significant Parties in Interest**

1800MD  
ADP WageWorks  
Cigna  
Cigna Group Insurance  
Cigna Healthcare  
EyeMed  
EyeMed Vision Care LLC  
FMR LLC Fidelity Investment  
HSA Bank  
Kaiser Permanente  
Kaiser Permanente  
LifeCare  
LifeLock  
Shareholder Representative Services LLC  
Unum Group

**Litigation Plaintiffs**

Engage BDR  
Engel, Bello Walsh LLP  
LEL International, Inc.  
The Law Office of Thad M. Scroggins

**Litigation Defendants**

InSync

**Other Litigation Counterparties**

Ask LLP  
Sizmek, Inc.

**Debtors' and Lenders' Professionals**

Deloitte  
Ernst & Young Global Limited  
FTI Consulting, Inc.  
Gibson, Dunn & Crutcher LLP  
Jenner & Block LLP  
Jones Day  
Milbank LLP  
Moelis & Company  
Potomac Law Group  
Rothschild & Co

**Ordinary Course Professionals**

Baker & Hostetler LLP

BDO USA LLP (and foreign BDO  
partnerships)  
Ernst & Young LLP  
Gibbons P.C.  
Hogan Lovells US LLP  
K&L Gates LLP  
KPMG LLP  
McCarter & English LLP  
Much Shelist, P.C.  
New York Grant Company Inc.  
Ross Lane & Company, LLC  
Ryan LLC  
Snell & Wilmer L.L.P.  
Warner Norcross & Judd LLP

Melanie Miller  
Cecelia Morris  
Mike Paek  
Katrina Pape  
Aileen Ramia  
Brenda Robie  
Willie Rodriguez  
Arturo Tavarez  
Guy Van Baalen  
Marc Veilleux  
Kasey Wang  
Annie Wells  
Greg White  
Michael Wiles

**Bankruptcy Judges and Staff**

Deanna Anderson  
Vanessa Ashmeade  
Christine Azzaro  
ChantelBarrett  
Matthew Bentley  
Stuart Bernstein  
Aldel Brown  
Lynda Calderon  
Shelley Chapman  
Kristin Corbett  
Colin Davidson  
Jacqueline DePierola  
Rosemary DiSalvo  
Robert Drain  
Liza Ebanks  
Lorraine Echevarria  
Jamie Eisen  
Frances Fredericks  
James Garrity Jr.  
Martin Glenn  
Robert Grossman  
Frances Ha  
Nicole Herther-Spiro  
Ronald Howard  
Justin Imperato  
Gilana Keller  
Sean Lane  
Jeremiah Ledwidge  
Dorothy Li  
Tina Milburn

**US Trustee Office**

Victor Abriano  
Joseph Allen  
Susan Arbeit  
Janine Aschauer  
Stephanie Becker  
William Birmingham  
Christine Black  
Kim Brownell  
Maria Catapano  
Erin Champion  
Danny Choy  
Holley Claiborn  
Janease Clarke  
Leiden Czarniecki  
John Devlin  
Karen DiPofi  
Sherry Doran  
Kathleen Dunivin Schmitt  
Joseph Flamini  
Amy Ginsberg  
William Harrington  
Benjamin Higgins  
Erin Hogan  
Amy Hutzell  
Andrea Kazyaka-Rowe  
Nazar Khodorovsky  
Linda Kmiolek  
Reema Lateef  
Alicia Leonhard  
Joann Lomangino

Steven Mackey  
Frank Marino  
Marylou Martin  
Brian Masumoto  
Kim L. McCabe  
Ercilia Mendoza  
Kari Mitchell  
Jennifer Morey  
Mary Moroney  
Richard Morrissey  
Joseph Nadkarni  
Serene Nakano  
Nicole Neely  
Cheuk Ng  
Diana Nuss  
Bonnie O'Malley  
Alaba Ogunleye  
Lisa Penpraze  
Lynda Rettagliata

Linda Riffkin  
Ilusion Rodriguez  
Jill Schartz  
Kathleen Schmitt  
Andrea Schwartz  
Paul Schwartzberg  
Denise Scime  
Shannon Scott  
Sylvester Sharp  
Donovan Slack  
Robert Stavis  
Andy Velez-Rivera  
Madeleine Vescovacci  
Sharon Warner  
Rachel Wolf  
Stan Yang  
Rhonda Zdanowicz  
Greg Zipes  
Jill Zubler

**Schedule B**

**Potential Connections of Related Parties  
Internap Technology Solutions Inc. and Debtor Affiliates**

**List of Current and Past FTI Clients Since March 15, 2018 Who Are Interested Parties**

Engagements Relating to the Debtors or Affiliates

Internap Corporation

Other Clients, Parents and Affiliates of Clients and Relationships Not Relating to  
the Debtors or Affiliates

ABB Inc.	The Coca-Cola Company
ACE Insurance Co.	The Coca-Cola Company of North America
Addison Lee Limited	Cogent Communications
Adobe Systems Inc.	Colliers International
ADP Inc.	Colt Technology Services Group Limited
Akamai Technologies Inc.	Comcast Corporation
Allstream Business US, Inc.	Conyers Dill & Pearman
American Electric Power	Cox Communications
American Express Company	Credit Suisse AG
American Stock Transfer and Trust Co.	Crystal IBC LLC
Apple Inc.	Cummins Inc.
Arizona Department of Revenue	Cushman & Wakefield Ltd.
Arnall Golden Gregory LLP	Dell Inc.
AT&T Corporation	Dentons Canada LLP
ATS Automation Tooling Systems Inc.	Department of the Treasury, Internal Revenue Service
Avnet Inc.	Deutsche Bank AG
Baker & Hostetler LLP	DocuSign Inc.
Bank of Montreal	Elsevier
BDO USA, LLP	Equinix, Inc.
BlackRock, Inc.	Ernst & Young LLP
Brightwood Capital Advisors, LLC	Eversource Energy
British Telecommunications	Facebook Inc.
Canada Revenue Agency	Federal Insurance Company
Carlyle Investment Management, LLC	FedEx Corporation
Carter Validus REIT Management Co. II, LLC CenturyLink Inc.	Florida Department of Revenue
Cigna Corporation	Fox Rothschild, LLP
Cintas Corporation	Fusion Cloud Services, LLC
City of Seattle	G4S Secure Solutions, Inc.

Gabelli Funds, LLC  
Gartner Inc.  
Georgia Department of Revenue  
Georgia Power Company  
Gibbons P.C.  
Gibson, Dunn & Crutcher LLP  
Gordon & Rees LLP  
Grainger Inc.  
Harris County, TX  
Hogan Lovells US LLP  
IBM Corporation  
Ingram Micro Inc.  
Insight Direct USA, Inc.  
IO Data Centers LLC  
Iron Mountain Inc.  
Jefferies Finance LLC  
Jenner & Block LLP  
Johnson Controls Inc.  
Jones Day  
Juniper Networks US Inc.  
K&L Gates LLP  
Kaiser Foundation Health Plan Inc.  
Kaiser Permanente  
KPMG LLP  
Level 3 Communications LLC  
Los Angeles County Tax Collector  
M&T Bank Corporation  
Maricopa County Treasurer  
McCarter and English, LLP  
Microsoft Corporation  
Milbank LLP  
Moelis & Company  
Morgan Lewis & Bockius, LLP  
Much Shelist P.C.  
Nasdaq, Inc.  
National Grid plc  
Natixis  
New Zoom, Inc.  
Norton LifeLock Inc.  
Open Text Inc.  
Oracle America Inc.  
Pacific Gas and Electric Company  
Pennsylvania Department of Revenue  
Plante Moran LLP

PNC Financial Services Group, Inc.  
Presidio Networked Solutions LLC  
PricewaterhouseCoopers LLP  
Prologis LP  
Providence Equity Partners LLC  
Rajah & Tann Singapore LLP  
Royal Bank of Canada  
Salesforce.com, Inc.  
Salt River Project Agricultural Improvement  
and Power District  
SAP America Inc.  
Siemens Industry Inc.  
Singapore Telecommunications Limited  
Sizmek, Inc.  
Snell & Wilmer L.L.P  
Société Générale S.A.  
Southern California Edison Company  
Southern California Gas Company dba The  
Gas Company  
State of California  
Symantec Corporation  
Tennenbaum Capital Partners, LLC  
Texas Comptroller of Public Accounts  
The Coca-Cola Company and Subsidiaries  
The Guardian Life Insurance Company of  
America  
Tibco Software Inc.  
Time Warner Cable, Inc.  
Trace3 Inc.  
Travelers Casualty & Surety Company of  
America  
US Department of the Treasury  
Verisign Inc.  
Verizon Communications  
Vertiv Holdings Co.  
Vodafone Group plc  
Warner Norcross & Judd LLC  
Wells Fargo & Company  
Windstream Holdings, Inc.  
Xerox Holdings Corporation  
XL Specialty Insurance Company  
XO Communications, LLC  
Zayo Group Holdings, Inc.  
Zurich American Insurance Company

**Exhibit C**

**Engagement Agreement**



## EXECUTION

2001 Ross Avenue  
Suite 650  
Dallas, Texas 75201  
Office 214 397-1620  
Mobile 214 755-7835

[shawn.o'donnell@fticonsulting.com](mailto:shawn.o'donnell@fticonsulting.com)

### PRIVATE & CONFIDENTIAL

February 5, 2020

Mr. Dennis F. Dunne  
Partner  
Milbank LLP  
55 Hudson Yards  
New York, New York 10001

Re: Financial Advisory Services

Dear Mr. Dunne:

#### 1. **Introduction**

This letter confirms that we, FTI Consulting, Inc. ("FTI"), have been retained by you, Milbank LLP ("Milbank"), to provide certain financial advisory and consulting services (the "Services") set out below (the "Engagement") in connection with Milbank's representation of Internap Corporation and its various subsidiaries (taken together, the "Company"). This letter of engagement (the "Engagement Letter") and the related Standard Terms and Conditions constitute the engagement contract (the "Engagement Contract") pursuant to which the Services will be provided to Milbank and the Company. By their signatures below, Milbank and Company agree to be bound by the obligations, terms and conditions set forth herein.

#### 2. **Scope of Services**

The Services, to be performed at your direction, are expected to include the following:

1. Perform a financial assessment of the Company's long-term obligations under (i) premises leases and facility agreements, (ii) colocation agreements, (iii) network contracts, backhaul and last mile circuits, IP Transit and peering agreements, IRUs and other major network contracts, (iv) vendor supply contracts, and (v) capital leases with a view to quantifying the recurring savings from exiting those contracts and the comparative termination/rejection costs in an out-of-court restructuring, under a bankruptcy plan that leaves general unsecured creditors unimpaired (i.e., a "prepackaged" plan), or under a conventional bankruptcy plan that treats rejection damages as impaired general unsecured claims.
2. Perform a comprehensive assessment of the Company's lines of business and individual data center locations with a view to evaluating the financial and operational feasibility of

Mr. Dennis F. Dunne  
February 5, 2020

alternative go-forward operating models. The assessment will include profitability assessment, required investments, transition costs, and customer and vendor impacts. It would inform strategic choices about an “optimized” INAP that would result from an in-court or out-of-court restructuring and provide financial projections.

3. Assist the Company and Milbank to prepare for, negotiate and undertake the restructuring by:
  - a) Building (or re-building) a robust 13-week cash flow liquidity forecast model and reporting that will be required for negotiations with existing lenders, to assess the requirement for additional financing during the course of restructuring, and to support negotiation of DIP financing.
  - b) Assisting the Company and Milbank to prepare for an orderly chapter 11 filing, including (i) preparation of the required documents and analysis for petitions and first-day pleadings, (ii) advising on employee matters, (iii) advising on pre-filing treasury operations, and (iv) advising on vendor and creditor risk management and critical vendors and contract counterparties.

FTI will commence work on Scope Item #1 upon execution of this Engagement Letter by both parties and receipt of the Initial Cash on Account referred to in Section 3. FTI will commence work on each of Scope Items #'s 2, 3(a) and 3(b) only upon receipt of written directions from Milbank to proceed.

The Services may be performed by FTI or by any subsidiary of FTI, as FTI shall determine. FTI may also provide Services through its or its subsidiaries' agents or independent contractors. References herein to FTI and its employees shall be deemed to apply also, unless the context shall otherwise indicate, to employees of each such subsidiary and to any such agents or independent contractors and their employees.

The Services, as outlined above, are subject to change as mutually agreed between us. For example, additional services could include (a) assisting the Company and its investment banker in restructuring negotiations with lenders; (b) providing operational advisory services relating to key performance areas; (c) development and project management of external, internal and crisis communications plans; and (d) assisting the Company's non-US entities and counsel to prepare for appropriate local restructuring proceedings.

FTI is engaged by Milbank to provide financial advisory and consulting services only in respect to the Company. Accordingly, while we may from time to time suggest options which may be available to you and the Company and further give our professional evaluation of these options, the ultimate decision as to which, if any, of these options to implement rests with you and the Company, its management and board of directors. FTI and its employees will not make any management decisions for the Company and will not be responsible for communicating information concerning the Company to the public, the Company's shareholders or others.

As part of the Services, FTI may be requested to assist Milbank and the Company (and its legal or other advisors) in negotiating with the Company's creditors and equity holders and with other interested parties. In the event that we participate in such negotiations, the



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representations made and the positions advanced will be those of the Company and its management, not FTI or its employees.

If cases under the Bankruptcy Code are commenced and our retention is approved, our role will include serving as principal bankruptcy financial advisors to the debtors and debtors in possession in those cases under a general retainer, subject to court approval. Our role also will encompass all out-of-court planning and negotiations attendant to these tasks. Such services are expected to (in each case, if and to the extent requested by the Company) include the following:

- Assisting with negotiation, evaluation, and review of strategic alternatives, including with respect to a potential chapter 11 proceeding, refinancing, sale, or M&A process;
- Assisting with the development of business plan, financial, and liquidity projections;
- Assisting with documentation and analyses relating to strategic alternatives;
- Providing advisory and due diligence assistance in connection with creditor negotiations relating to strategic alternatives;
- Assisting with cash management and preparation, updating and variance reporting of a 13-week cash flow forecast in support of cash collateral negotiations and for any required debtor-in-possession financing;
- Assisting with valuation and market analysis relating to strategic alternatives;
- Assisting in vendor management and assessment of contract assumption, rejection and cure;
- Assisting in implementing all first-day and second-day orders;
- Assisting in preparing required motions throughout the course of the cases;
- Responding to creditor groups and vendors throughout the cases;
- Assisting in preparation of plan and disclosure statement documents and supporting materials;
- Assisting in the financial analysis of potential avoidance actions;
- Assisting in the preparation of the Company's statement of financial affairs (SOFA) and schedules of assets and liabilities (SOAL), if required in the proceeding;
- Assisting in claim reconciliation and objections;
- Providing testimony and other litigation support as the circumstances warrant; and
- Other financial advisory services that Milbank may direct FTI to perform on behalf of the Company.

The services we will provide in connection with the Engagement will encompass all services normally and reasonably associated with this type of engagement that we are requested and are able to provide and that are consistent with our ethical obligations. With respect to all matters of our Engagement, we will coordinate closely with Milbank as to the nature of the services that we will render and the scope of our engagement.

As usual, our Engagement is to represent Milbank on behalf of the Company's interests and not its or the Company's individual directors, officers, employees or shareholders. However, we anticipate that in the course of that Engagement, we may provide information or advice to directors, officers or employees of the Company in their corporate capacities.

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Notwithstanding anything to the contrary in the Engagement Contract, we agree and acknowledge that any materials, communications, information or the like shared between us, on the one hand, and Milbank and/or the Company, on the other hand, constitutes attorney work product and are privileged and confidential in all respects. We shall not disclose any such materials, communications, information or the like to any entity other than the Company or Milbank without the Company's or Milbank's express prior written consent, or as otherwise required by law or judicial process.

3. **Fees and Cash on Account**

**Fees and Expense Reimbursement**

Fees in connection with this Engagement will be based upon the time incurred providing the Services, multiplied by our standard hourly rates, summarized as follows:

	<u>Per Hour (USD)</u>
Senior Managing Directors	\$920 – 1,295
Directors / Senior Directors / Managing Directors	690 – 905
Consultants/Senior Consultants	370 – 660
Administrative / Paraprofessionals	150 – 280

Hourly rates are generally revised periodically. To the extent this engagement requires services of our International divisions or personnel, the time will be multiplied by our standard hourly rates applicable on International engagements. Note that we do not provide any assurance regarding the outcome of our work and our fees will not be contingent on the results of such work.

In addition to the fees outlined above, FTI will bill for reasonable direct expenses which are incurred on your behalf during this Engagement. Direct expenses include reasonable and customary out-of-pocket expenses which are billed directly to the engagement such as certain telephone, overnight mail, messenger, travel, meals, accommodations and other expenses specifically related to the engagement. Further, if FTI and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to this matter, FTI will be compensated by you at its regular hourly rates and reimbursed for reasonable allocated and direct expenses (including counsel fees) with respect thereto.

Notwithstanding anything to the contrary in the Engagement Contract, FTI agrees and acknowledges that Milbank shall have no liability arising out of the Engagement Contract (including, without limitation, for payment of any fees, costs, expenses or for any indemnity obligations), all of which shall be the sole responsibility of the Company.

**Cash on Account**

Initially, the Company will forward to us the amount of \$200,000, which funds will be held "on account" to be applied to our professional fees, charges and disbursements for the Engagement (the "Initial Cash on Account"). To the extent that this amount exceeds our fees, charges and disbursements upon the completion of the Engagement, we will refund any unused portion. The Company agrees to increase or supplement the Initial Cash on Account from time to time during the course of the Engagement in such amounts as you and we

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mutually shall agree are reasonably necessary to increase the Initial Cash on Account to a level that will be sufficient to fund Engagement fees, charges, and disbursements to be incurred.

We will send the Company periodic invoices (not less frequently than monthly) for services rendered and charges and disbursements incurred on the basis discussed above, and in certain circumstances, an invoice may be for estimated fees, charges and disbursements through a date certain. Each invoice constitutes a request for an interim payment against the fee to be determined at the conclusion of our Services. Upon transmittal of the invoice, we may immediately draw upon the Initial Cash on Account (as replenished from time to time) in the amount of the invoice. The Company agrees upon submission of each such invoice to promptly wire the invoice amount to us as replenishment of the Initial Cash on Account (together with any supplemental amount to which we and the Company mutually agree), without prejudice to the Company's right to advise us of any differences it may have with respect to such invoice. We have the right to apply to any outstanding invoice (including amounts billed prior to the date hereof), up to the remaining balance, if any, of the Initial Cash on Account (as may be supplemented from time to time) at any time subject to (and without prejudice to) Milbank's opportunity to review our statements.

In preparation for the filing of any cases under the Bankruptcy Code, we also may require an additional on account payment to supplement the Initial Cash on Account to cover fees, charges and disbursements to be incurred during the initial phase of the chapter 11 cases (the "Additional Cash on Account"). We will hold the Additional Cash on Account, as we have the Initial Cash on Account. Of course, the reasonableness of the Additional Cash on Account remains subject to review by the court in any ensuing case.

#### **Bankruptcy Matters and Other Fee Terms**

In a case under the Bankruptcy Code, fees and expenses may not be paid without the express prior approval of the bankruptcy court. In most cases of this size and complexity, on request of a party in interest, the bankruptcy court permits the payment of interim fees during the case. The Company agrees that, if asked to do so by the Company, the Company will undertake commercially reasonable efforts to request the bankruptcy court to establish a procedure for the payment of interim fees during the case that would permit payment of interim fees. If the bankruptcy court approves such a procedure, we will submit invoices on account against our final fee. These interim invoices will be based on such percentage as the bankruptcy court allows of our internal time charges and costs and expenses for the work performed during the relevant period and will constitute a request for an interim payment against the reasonable fee to be determined at the conclusion of our representation.

If any of the Company's entities become a debtor in one or more cases under the Bankruptcy Code, some fees, charges, and disbursements (whether or not billed) incurred before the filing of bankruptcy petitions (voluntary or involuntary) might remain unpaid as of the date of the filing. The unused portion, if any, of the Initial Cash on Account and the Additional Cash on Account will be applied to any such unpaid pre-petition fees, charges and disbursements. Any requisite court permission will be obtained in advance. We will then hold any portion of the Initial Cash on Account and the Additional Cash on Account not otherwise properly applied for the payment of any such unpaid pre-filing fees, charges and disbursements (whether or not billed) as on account cash to be applied to our final invoice in any case under the Bankruptcy Code.

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Allowed post-petition fees, charges and disbursements will be due and payable immediately upon entry of an order containing such court approval or at such time thereafter as instructed by the court. The Company understands that while the arrangement in this paragraph may be altered in whole or in part by the bankruptcy court, the Company shall nevertheless remain liable for payment of court approved post-petition fees and expenses. Such items are afforded priority under 11 U.S.C. § 503(b)(1). The Bankruptcy Code provides in pertinent part, at 11 U.S.C. § 1129(a)(9)(A), that a plan cannot be confirmed unless these claims are paid in full in cash on the effective date of any plan (unless the holders of such claims agree to different treatment). It is agreed and understood that the unused portion, if any, of the Initial Cash on Account (as may be supplemented from time to time) and the Additional Cash on Account shall be held by us and applied against the final fee application filed and approved by the court.

The Company agrees to promptly notify FTI if the Company or any of its subsidiaries or affiliates extends (or solicits the possible interest in receiving) an offer of employment to a principal or employee of FTI involved in this Engagement and agrees that FTI has earned and is entitled to a cash fee, upon hiring, equal to 150% of the aggregate first year's annualized compensation, including any guaranteed or target bonus and equity award, to be paid to FTI's former principal or employee that the Company or any of its subsidiaries or affiliates hires at any time up to one year subsequent to the date of the final invoice rendered by FTI with respect to this Engagement.

4. **Terms and Conditions**

The attached Standard Terms and Conditions set forth the duties of each party with respect to the Services. Further, this letter and the Standard Terms and Conditions attached comprise the entire Engagement Contract for the provision of the Services to the exclusion of any other express or implied terms, whether expressed orally or in writing, including any conditions, warranties and representations, and shall supersede all previous proposals, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services.

5. **Conflicts of Interest**

Based on the list of interested parties (the "Potentially Interested Parties"), provided by you, we have undertaken a limited review of our records to determine FTI's professional relationships with the Company and certain lenders to the Company. As you may be aware, FTI is regularly retained by the administrative agent and/or other members of your lending group (or law firms retained by the administrative agent or lending group members). However, such representations are in matters unrelated to this engagement.

From the results of such review, we were not made aware of any conflicts of interest or additional relationships that we believe would preclude us from performing the Services. However, as you know, we are a large consulting firm with numerous offices throughout the United States. We are regularly engaged by new clients, which may include one or more of the Potentially Interested Parties. The FTI professionals providing services hereunder will not accept an engagement that directly conflicts with this Engagement without your prior written consent.

[continued next page]

Mr. Dennis F. Dunne  
February 5, 2020


**6. Acknowledgement and Acceptance**

Please acknowledge your acceptance of the terms of this Engagement Contract by signing both the confirmation below and the attached Standard Terms and Conditions and returning a copy of each to us at the above address.

If you have any questions regarding this letter or the attached Standard Terms and Conditions, please do not hesitate to contact Shawn O'Donnell at 214-755-7835.

Yours faithfully,

FTI CONSULTING, INC.


By:   
Shawn F. O'Donnell  
Senior Managing Director

Attachment – As stated

Confirmation of Terms of Engagement

**We agree to engage FTI Consulting, Inc. upon the terms set forth herein and in the attached Standard Terms and Conditions.**

Milbank LLP

By:   
Dennis F. Dunne  
Partner

Date: 2/6/20

Intermap Corporation

By:   
Michael Sicoli  
President and CFO

Date: Feb. 6, 2020

**FTI CONSULTING, INC.**

**STANDARD TERMS AND CONDITIONS**

The following are the Standard Terms and Conditions on which we will provide the Services to you set forth within the attached letter of engagement with Milbank LLP dated February 4, 2020. The Engagement letter and the Standard Terms and Conditions (collectively the "Engagement Contract") form the entire agreement between us relating to the Services and replace and supersede any previous proposals, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services. The headings and titles in the Engagement Contract are included to make it easier to read but do not form part of the Engagement Contract.

**1. Reports and Advice**

- 1.1 **Use and purpose of advice and reports** – Any advice given or report issued by us is provided solely for your use and benefit and only in connection with the purpose in respect of which the Services are provided. Unless required by law, you shall not provide any advice given or report issued by us to any third party, or refer to us or the Services, without our prior written consent, which FTI may withhold and/or condition in its reasonable discretion; *provided* that you may, without our consent, refer to us or the Services or use our advice or report in connection with any legal proceedings involving the Company, including in pleadings, chapter 11 plans, disclosure statements, and the like, so long as such proceedings are not adverse to FTI. In no event, regardless of whether consent has been provided, shall we assume any responsibility to any third party to which any advice or report is disclosed or otherwise made available.

**2. Information and Assistance**

- 2.1 **Provision of information and assistance** – Our performance of the Services is dependent upon your providing us with such information and assistance as we may reasonably require from time to time.
- 2.2 **Punctual and accurate information** – You shall use reasonable skill, care and attention to ensure that all information we may reasonably require is provided on a timely basis and is accurate and complete and relevant for the purpose for which it is required. You shall also notify us if you subsequently learn that the information provided is incorrect or inaccurate or otherwise should not be relied upon.
- 2.3 **No assurance on financial data** – While our work may include an analysis of financial and accounting data, the Services will not include an audit, compilation or review of any kind of any financial statements or components thereof. Milbank shall cause Company management to be responsible for any and all financial information they provide to us during the course of this Engagement, and we will not examine or compile or verify any such financial information. Moreover, the circumstances of the Engagement may cause our advice to be limited in certain respects based upon, among other matters, the extent of sufficient and available data and the opportunity for supporting investigations in the time period. Accordingly, as part of this Engagement, we will not express any opinion or other form of assurance on financial statements of the Company.
- 2.4 **Prospective financial information** - In the event the Services involve prospective financial information, our work will not constitute an examination or compilation, or apply agreed-upon procedures, in accordance with standards established by the American Institute of Certified Public Accountants or otherwise, and we will express no assurance of any kind on such information. There will usually be differences between estimated and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We will take no

responsibility for the achievability of results or events projected or anticipated by the management of the Company.

### 3. Additional Services

- 3.1 **Responsibility for other parties** – You shall be solely responsible for the work and fees of any other party engaged by you to provide services in connection with the Engagement regardless of whether such party was introduced to you by us. Except as provided in this Engagement Contract, we shall not be responsible for providing or reviewing the advice or services of any such third party, including advice as to legal, regulatory, accounting or taxation matters. Further, we acknowledge that we are not authorized under our Engagement Contract to engage any third party to provide services or advice to you, other than our agents or independent contractors engaged to provide Services, without your written authorization.

### 4. Confidentiality

- 4.1 **Restrictions on confidential information** – Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this or any other contract between us. For the purposes of this Agreement, “confidential information” may include without limitation: (i) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (iii) information regarding the skills and compensation of employees, contractors, and other agents; and (iv) the existence of any business discussions, negotiations, or agreements. Except as provided below, neither party will disclose the other party’s confidential information to any third party without the other party’s consent. Confidential information shall not include information that:

- 4.1.1 is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 4.1;
- 4.1.2 is acquired from a third party who, to the recipient party’s knowledge, owes no obligation of confidence in respect of the information; or
- 4.1.3 is or has been independently developed by the recipient.

The receiving party agrees that it will (i) protect such confidential information with at least the same degree of care that receiving party uses to protect its own confidential information, but in no case, less than reasonable care; (ii) use the disclosing party’s confidential information for no purpose other than in connection with the purpose of the engagement; (iii) limit access to disclosing party’s confidential information to those of receiving party’s officers, directors, employees, affiliates, subcontractors, accountants or legal counsel (collectively, “Representatives”) having a need to know who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein; and (iv) promptly notify disclosing party upon discovery of any loss or unauthorized disclosure of disclosing party’s confidential information caused by the receiving party or its Representatives. The parties agree that the disclosing party will not communicate any information to the receiving party in violation of the proprietary rights of any third party

- 4.2 **Disclosing confidential information** – Notwithstanding Clause 1.1 or 4.1 above, either party will be entitled to disclose confidential information of the other to a third party to the extent that this is required by valid legal process, provided that (and without breaching any legal or regulatory requirement) where reasonably practicable not less than 2 business days’ notice in writing is first given to the other party.

- 4.3 **Citation of engagement** – Without prejudice to Clause 4.1 and Clause 4.2 above, to the extent our engagement is or becomes known to the public, we may cite the performance of the Services to our clients and prospective clients as an indication of our experience, unless we and you specifically agree otherwise in writing.
- 4.4 **Internal quality reviews** – Notwithstanding the above, we may disclose any information referred to in this Clause 4 to any other FTI entity or use it for internal quality reviews.
- 4.5 **Maintenance of workpapers** – Notwithstanding the above, we may keep one archival set of our working papers from the Engagement, including working papers containing or reflecting confidential information, in accordance with our internal policies.
- 4.6 If this Engagement involves the processing of personal data as governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the terms of the Data Protection Schedule attached hereto as Schedule A shall apply to this Engagement and it shall form an integral part of this Engagement Contract. In the event of a conflict between the terms of this Engagement Contract and the terms of Schedule B, the terms of Schedule A shall prevail in relation to the processing of such personal data. If such personal data is processed in connection with this Engagement, Milbank shall notify FTI in writing before any personal data is disclosed to FTI.

## 5. Termination

- 5.1 **Termination of Engagement with notice** – Either party may terminate the Engagement Contract for whatever reason upon written notice to the other party. Upon receipt of such notice, we will stop all work immediately. You will be responsible for all fees and expenses incurred by us through the date termination notice is received.
- 5.2 **Continuation of terms** – The terms of the Engagement that by their context are intended to be performed after termination or expiration of this Engagement Contract, including but not limited to, Clauses 3 and 4 of the Engagement letter, and Clauses 1.1, 4, 6 and 7 of the Standard Terms and Conditions, are intended to survive such termination or expiration and shall continue to bind all parties.

## 6. Indemnification, Liability Limitation, and Other Matters

- 6.1 **Indemnification** – The Company agrees to indemnify and hold harmless FTI and any of its subsidiaries and affiliates, officers, directors, principals, shareholders, agents, independent contractors and employees (collectively “Indemnified Persons”) from and against any and all claims, liabilities, damages, obligations, costs and expenses (including reasonable attorneys’ fees and expenses and costs of investigation) arising out of or relating to your retention of FTI, the execution and delivery of this Engagement Contract, the provision of Services or other matters relating to or arising from this Engagement Contract, except to the extent that any such claim, liability, obligation, damage, cost or expense shall have been determined by final non-appealable order of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Indemnified Person or Persons in respect of whom such liability is asserted (an “Adverse Determination”). The Company shall pay damages and expenses, including reasonable legal fees and disbursements of counsel as incurred in advance. FTI agrees that it will reimburse any amounts paid in advance to the extent they relate directly to an Adverse Determination.
- 6.2 **Limitation of liability** – The Company agrees that no Indemnified Person shall be liable to it, or its successors, affiliates or assigns for damages in excess of the total amount of the fees paid to FTI under this Engagement Contract. Without limiting the generality of the foregoing, in no event shall any



Indemnified Person be liable for consequential, indirect or punitive damages, damages for lost profits or opportunities or other like damages or claims of any kind.

**7. Governing Law, Jurisdiction and WAIVER OF JURY TRIAL**

**7.1 Governing Law** - The Engagement Contract shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to the choice of law provisions thereof.

**7.2 Jurisdiction** - The United States District Court for the Southern District of New York, the appropriate Courts of the State of New York sitting in the Borough of Manhattan, City of New York, and (if the Company has pending chapter 11 cases) the bankruptcy court with jurisdiction over any such chapter 11 cases filed by the Company shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Contract and any matter arising from it. The parties submit to the jurisdiction of such Courts and irrevocably waive any right they may have to object to any action being brought in these Courts, to claim that the action has been brought in an inconvenient forum or to claim that those Courts do not have jurisdiction.

**7.3 WAIVER OF JURY TRIAL** - TO FACILITATE JUDICIAL RESOLUTION AND SAVE TIME AND EXPENSE, THE COMPANY AND FTI IRREVOCABLY AND UNCONDITIONALLY AGREE TO WAIVE A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR THIS ENGAGEMENT CONTRACT.

FTI CONSULTING, INC

**Confirmation of Standard Terms and Conditions**

We agree to engage FTI Consulting, Inc. upon the terms set forth in these Standard Terms and Conditions as outlined above.

Milbank LLP

By:

  
Dennis F. Dunne  
Partner

Date:

2/6/20

Acknowledged and agreed:

Internap Corporation

By:

  
Michael Sicoli  
President and CFO

Date:

Feb. 6, 2020

**SCHEDULE A**

**FTI CONSULTING DATA PROTECTION SCHEDULE**

This Data Protection Schedule ("**Schedule**") forms part of the contract for services to which it is an attachment (the "**Contract**") between the client party identified in the Contract (the "**Client**") and the relevant FTI Consulting group entity identified in the Contract ("**FTI**").

1. **Definitions**

1.1 In this Schedule, unless otherwise defined herein, all defined terms shall have the meaning set out in the Contract.

1.2 In this Schedule, the following terms shall have the meanings set out below:

1.2.1 "Data Protection Laws" means applicable legislation protecting the personal data of natural persons and governing the processing of that data, including in particular the GDPR and any national legislation which supplements the GDPR, together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities;

1.2.2 "GDPR" means the General Data Protection Regulation (EU) 2016/679;

1.2.3 "Personal Data", "Process", "Controller", "Processor", "Data Subject", "Supervisory Authority" and "Personal Data Breach" shall have the meanings given to them in the Data Protection Laws; and

1.2.4 "Standard Contractual Clauses" means the standard contractual clauses for the transfer of personal data to controllers established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C(2004)5721, as updated, amended, replaced or superseded from time to time by the European Commission

2. **Controller Terms**

2.1 FTI and the Client will each act as separate and individual Controllers in relation to any Personal Data (including, without limitation, Personal Data relating to any of the Client's workers, FTI's workers, any litigation or arbitration opponent or customer or vendor or transaction partner) Processed by the Client or FTI to deliver the services set out under the Contract.

2.2 FTI and the Client will each comply with its own respective obligations under the Data Protection Laws in relation to their Processing of Personal Data under the Contract. In particular, the Client will ensure that any disclosures of Personal Data to FTI are lawful, and, in each case where necessary under the Data Protection Laws, the Client has notified and secured the consent of the relevant Data Subjects.

2.3 FTI may appoint Processors as required to deliver the services, who will process the Personal Data on FTI's behalf and at FTI's direction. Further, FTI may disclose Personal Data to other Controllers where necessary to deliver the services (including, but without limitation, law firms, accountants, other third party experts and any member of the FTI Group), or pursuant to a legally binding written request, an

order or request of a court of competent jurisdiction or any governmental or regulatory authority or where disclosure is required by applicable law or regulation.

- 2.4 The Client acknowledges and agrees that FTI is located outside of the European Economic Area, and that certain Processors or Controllers engaged by FTI under paragraph 2.3 may also be located outside of the European Economic Area. In respect of onward transfers by FTI to other Controllers or Processors, FTI will take steps in accordance with the Data Protection Laws to ensure an adequate level of protection for the Personal Data Processed by such Processors or Controllers. In particular, the Client acknowledges that FTI may transfer Personal Data to FTI Consulting, Inc. in reliance upon its certification under the EU - US Privacy Shield scheme.
- 2.5 The Client acknowledges that FTI's email records are replicated onto a Microsoft 365 Cloud system in the United States of America and the Client hereby consents that any Personal Data that is provided to FTI by email will be replicated accordingly. To the extent that the Client wishes to transmit certain information or data to FTI and the Client objects to that data being replicated in accordance with this paragraph, the Client will use a communication or transmission method other than e-mail or will use an alternative e-mail system.